

## UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK

If you drank water supplied by the Village of Hoosick Falls Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick for more than six months between 1996-2016, or owned *Eligible Property*<sup>1</sup> in the Village of Hoosick Falls or the Town of Hoosick in 2015 or 2016, you could be eligible for benefits from a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A Settlement has been reached with the Released Parties, including E.I. du Pont de Nemours and Company (now known as EIDP, Inc.) in a class action lawsuit about the effects of perfluorooctanoic acid (PFOA) contamination in and around Hoosick Falls.
- The Settlement (called the "EIDP Settlement") includes:
  - Individuals who for a period of at least six months between 1996 and 2016, lived at an *Eligible Property* in the Village of Hoosick Falls or the Town of Hoosick where they ingested water that was supplied by the Village Municipal Water System or from a private well in which PFOA has been detected, and underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L (parts per billion); or any natural child who was born to a female who meets and/or met the above criteria at the time of the child's birth and whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L ("Medical Monitoring Settlement Class Members");
  - Persons who are or were owners of *Eligible Property* that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015 ("Municipal Water Property Settlement Class Members");
  - Persons who are or were owners of *Eligible Property* located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property's private well was discovered through a water test on or after December 16, 2015 ("Private Well Water Property Settlement Class Members").
- Your legal rights are affected regardless of whether you act or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get a payment or other benefits from this Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Do not get a payment or other settlement benefits. This is the only option that allows you to be part of any other lawsuit against the Released Parties, including EIDP, for the legal claims made in this lawsuit and released by the Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	You will not get a payment or other benefits from this Settlement, and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court overseeing this case still will decide whether to approve the EIDP Settlement.

<sup>1</sup> An "Eligible Property" does not include real property that was used exclusively for non-residential purposes.

## BASIC INFORMATION

### 1. Why is Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed EIDP Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the EIDP Settlement. This Notice explains the lawsuit, the EIDP Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court overseeing this case is the United States District Court for the Northern District of New York. The case is known as *Baker v. DuPont*, No. 1:16-cv-917, including Nos. 1:16-cv-220, 1:16-cv-292, 1:16-cv-394, and 1:16-cv-476 (the “Action”). U.S. District Court Judge Mae A. D’Agostino is presiding over the Action. The people who filed the lawsuit are called Plaintiffs. The company they sued, E.I. du Pont de Nemours and Company (now known as EIDP, Inc.), is called the Defendant. This EIDP Settlement is between Plaintiffs and the Released Parties, including EIDP. A prior settlement was reached in 2021 with three other defendants, Saint-Gobain Performance Plastics Corp., Honeywell International, Inc., and 3M Company and approved by the Court in 2022 (“2021 Class Settlement”).

### 2. What is this lawsuit about?

Plaintiffs claim that the aquifer beneath Hoosick Falls and the Town of Hoosick was contaminated with perfluorooctanoic acid, commonly referred to as PFOA, released from products formerly manufactured and sold by EIDP. As a result, people living in and around the Village of Hoosick Falls and the Town of Hoosick allege that they unknowingly consumed drinking water containing PFOA and have concentrations of PFOA in their blood that are higher than average. In addition, Plaintiffs allege that the presence of PFOA on their properties and in their drinking water has negatively impacted property values. Plaintiffs allege that EIDP sold PFOA-containing products to Saint-Gobain and Honeywell but failed to warn those companies of the dangers associated with PFOA and PFOA-containing products. PFOA is a man-made chemical historically used to manufacture Teflon-coated products that were resistant to sticking, heat, water, stains, and grease.

EIDP denies all of the claims made in the Action, and disputes all allegations of wrongdoing or liability against it.

### 3. What is a Class Action?

In a class action, one or more people called representative Plaintiffs (in this case, Michele Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey (individually and as parent and natural guardian of O.H., infant), Kathleen Main-Lingener, Kristin Miller (also known as Kristin Harrington) (as parent and natural guardian of K.M., infant), Jennifer Plouffe, Silvia Potter (individually and as parent and natural guardian of C.P., infant), and Daniel Schuttig) sue on behalf of people who have similar claims. Together, all these people and the persons that they represent are called Settlement Class Members. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Classes.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or EIDP. Instead, the Plaintiffs the Released Parties, including EIDP agreed to a settlement. This way, they avoid the risks, cost and burden of a trial, and eligible Settlement Class Members can get benefits more quickly. The class representative Plaintiffs and their attorneys (“Class Counsel”) think the EIDP Settlement is best for all Settlement Class Members.

## WHO IS INCLUDED IN THE EIDP SETTLEMENT?

### 5. How do I know if I am part of the EIDP Settlement?

You are part of the EIDP Settlement as a Settlement Class Member if you fit within one or more of the three Settlement Class definitions below (unless you fall into one of the exclusions described in Section 6):

- A. *Medical Monitoring Settlement Class*: all individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their residence(s), which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child’s birth, and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L.
- B. *Municipal Water Property Settlement Class*: all Persons who are or were owners of *Eligible Property* that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015. This group, together with the Private Well Water Property Settlement Class, is also referred to as the “Property Settlement Class.”
- C. *Private Well Water Property Settlement Class*: all Persons who are or were owners of *Eligible Property* located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015. This group, together with the Municipal Water Property Settlement Class, is also referred to as the “Property Settlement Class.”

## 6. Are there exceptions to being included in the EIDP Settlement?

Yes. The EIDP Settlement does not include (i) any entity or division in which Released Parties have a controlling interest, and their legal representatives, officers, directors, assigns and successors, (ii) the Judge to whom this case is assigned and the Judge's staff, (iii) any Class Counsel or their immediate family members, (iv) any State or any of its agencies, (v) the Village of Hoosick Falls and the Town of Hoosick, (vi) any individual who would otherwise be included under one or more of the Settlement Classes but who previously released claims (including but not limited to all Released Claims included in this lawsuit) against the EIDP and the other Released Parties related to the presence of PFOA in the Village Municipal Water System, in private wells in the Village of Hoosick Falls or Town of Hoosick, on or at their property, and/or the presence of PFOA in their blood as a result of consuming contaminated drinking water from the Village Municipal System and/or a private well in the Town of Hoosick, (vii) anyone who timely and validly requests to be excluded from the EIDP Settlement (see Question 18).

## 7. What do I do if I am still unsure if I qualify?

If you are still not sure whether you are included, you can call 1-888-808-8974 or visit [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com) for more information. However, submitting a Claim Form will assure you the right to be considered.

### THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

## 8. What does the EIDP Settlement provide?

EIDP has agreed to pay \$27,000,000 into a Settlement Fund. After deducting attorneys' fees and costs, the class representatives' service awards, and the costs of notice and administration, the balance of the fund will be allocated among the Property Settlement Classes (\$14,570,000) and will contribute to the Medical Monitoring Program established under the prior 2021 Class Settlement (\$6,000,000).

## 9. How will the Property Damage payments be calculated?

The Fair Market Values (FMV) as of December of 2015 of all Eligible Properties as determined by the 2015 County Assessment Roll will be totaled and used as the denominator of a fraction. The FMV of the Settlement Class Member's Eligible Property will be the numerator of this fraction. The fraction will be multiplied by \$14,570,000 to determine the amount due to the Property Settlement Class Member or Members who owned the Eligible Property as of the required date.

$$\text{Payment} = (\text{FMV of Settlement Class Member's Eligible Property} / \text{Total FMV of all Eligible Properties}) \times \$14,570,000$$

## 10. What is the Medical Monitoring Program?

This EIDP Settlement provides for additional funds to be used for the existing Medical Monitoring Program and does not extend or modify in any way the length or benefits currently available through the existing Medical Monitoring Program. The Medical Monitoring Allocation will be used to pay all expenses related to medical monitoring for new and existing Class Members, including payments to Participating and Non-Participating Physicians, the Overseeing Program Physician, laboratories, and all Medical Monitoring Administration Costs. The Medical Monitoring Settlement Funds will be available to supplement the existing Medical Monitoring Program after the EIDP Settlement becomes final and will end on the earlier of (a) when the \$6,000,000 Medical Monitoring Allocation has been fully used; or (b) when all bills incurred on or before the seven-year anniversary of the date the Settlement becomes final are paid. Complete details about the testing and services protocols covered by the Medical Monitoring Program are attached to the 2021 Class Settlement Agreement as Appendix A (available at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)).

If money remains in the allocation at the end of the Medical Monitoring Program, additional payments will be made to Medical Monitoring Settlement Class Members who have participated in the Program on a pro rata basis based on their participation.

### HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

## 11. What do I have to do if I participated as a Class Member in the 2021 Class Settlement and are already participating in the Medical Monitoring Program and/or received a prior payment related to my property?

If you participated in any 2021 Settlement Class and wish to participate in the same Class or Classes, you need only complete the *Short Claim Form* which indicates your intention to participate in this Settlement and confirms that you have not changed your address or there has been no change in status (e.g., divorce or death that requires the payment be made differently than in 2021) or provides updated information on those items. **You do not have to reestablish your eligibility by producing proof of ownership of an *Eligible Property* or PFOA blood level.**

## 12. What do I do if I DID NOT participate as a Class Member in the 2021 Class Settlement or wish to become a Class Member in a different class than the one in which I previously participated?

If you **did not** participate in the 2021 Class Settlement or wish to participate in a Settlement Class you are not currently participating in, you must complete the *Long Claim Form* and provide proof of eligibility.

### **13. When will Settlement Benefits become available?**

The Court will hold a Final Approval Hearing at 12:30 p.m. on April 29, 2026, to decide whether to approve the EIDP Settlement. If the Court approves the EIDP Settlement, there may be appeals. It is always uncertain whether any appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed, and funds provided for the Medical Monitoring Program for new Settlement Class Members will be available, as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

### **14. What legal rights will I give up if I decide not to participate in the Settlement?**

If you meet the requirements of a Settlement Class Member, unless you exclude yourself, you will be bound by the terms of the EIDP Settlement. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue or be part of any other lawsuit EIDP or the other Released Parties (see next question) about the legal issues resolved by the EIDP Settlement. The rights you are giving up are called Released Claims.

### **15. What are the Claims I will be giving up (Released Claims) if I participate?**

If the EIDP Settlement is approved and becomes final, Settlement Class Members will have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, relinquished, waived, compromised, settled, and discharged the Released Parties from each and every past, present, and future claim and cause of action, including without limitation causes of action and/or relief created or enacted in the future—whether known or unknown, whether direct or indirect, individual or class, in constitutional, federal, state, local, statutory, civil, or common law or in equity, or based on any other law, rule, regulation, ordinance, directive, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, or for compensatory damages, consequential damages, incidental damages, statutory damages, punitive, special, multiple, treble, or exemplary damages, nominal damages, disgorgement, restitution, indemnity, contribution, penalties, injunctive relief, declaratory relief, attorneys' fees, court costs, or expenses—that were or could have been asserted in the Action or any other forum, arising out of or related to, either directly or indirectly or in whole or in part: (i) the subject matter of any allegations contained in the Complaint, any allegations otherwise asserted in the Action, or the subject matter of any discovery obtained in the Action; (ii) the alleged presence of PFAS (including PFOA) in drinking water or the environment (including but not limited to in air, groundwater, surface water, municipal water, private well water, or soil) within the Village of Hoosick Falls or the Town of Hoosick; (iii) the sale, purchase, use, handling, transportation, release, discharge, migration, emission, spillage, or disposal of PFAS (including PFOA) to, at, or from a facility in or near the Village of Hoosick Falls or the Town of Hoosick, including any such PFAS (including PFOA) present as a result of disposal at or discharge to, directly or indirectly, any landfill, sewage system, water treatment facility, or any other location in and around the Village of Hoosick Falls or Town of Hoosick, and/or resulting in any alleged exposure of any Class Member to PFAS (including PFOA) through drinking water, inhalation, dermal contact, or otherwise; (iv) for any type of relief with respect to the acquisition, installation, maintenance, operation, or presence of, including the cost or purported inconvenience or loss of enjoyment of, property associated with whole-house filters, point-of-entry (POET) filters, point-of-use filters, municipal water, private well water, bottled water, alternative water supplies, or remediation; (v) for property damage or property-value diminution, including without limitation stigma, purportedly attributable to the alleged presence of PFAS (including PFOA) in the Village Municipal Water System or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around the Village of Hoosick Falls or the Town of Hoosick; and/or (vi) based on PFAS (including PFOA) in the blood or tissue of any Class Member (the "Released Claims"); provided, however, that the "Released Claims" do not include any individual claims of the Releasing Parties (a) for any damages (including for screenings, tests, examinations, and/or diagnostic procedures that are part of the MM Program) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or (b) to enforce the terms of this Agreement or the Final Approval Order. For purposes of this Agreement, "manifested bodily injuries that have resulted in a medically diagnosed condition" do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

The Released Claims do not include any individual claims for any damages (including for screenings, tests, examinations, and/or diagnostic procedures) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or to enforce the terms of the Class Settlement Agreement or the Final Approval Order. "Manifested bodily injuries that have resulted in a medically diagnosed condition" do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

## **THE LAWYERS REPRESENTING SETTLEMENT CLASS MEMBERS**

### **16. Do I have a lawyer representing me in this case?**

Yes. The Court appointed Stephen G. Schwarz and Hadley E. Lundback of Faraci Lange, LLP, James J. Bilsborrow and Robin L. Greenwald of Weitz & Luxenberg, P.C. as "Class Counsel" to represent you and other Settlement Class Members. These lawyers and their firms are experienced in handling similar cases. These lawyers will be paid out of the Settlement if it is approved and you will not be directly charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **17. How will Class Counsel be paid?**

Class Counsel will ask the Court for an award of attorneys' fees of less than 20% of the Settlement Fund (up to \$5,373,000), plus reimbursement of reasonable litigation costs. They will also ask the Court to approve \$25,000 service awards to be paid to each of the class representative Plaintiffs (a total payment of \$250,000). The Court may award less than these amounts. If approved, these fees, costs, and awards will be paid from the Settlement Fund before making Property Class payments and providing additional funds to the Medical Monitoring Program available to Settlement Class Members.

#### **18. How do I exclude myself from the EIDP Settlement so I can pursue claims on my own?**

If you are an otherwise eligible Property Settlement Class Member, you may exclude yourself from the EIDP Settlement by sending a letter by mail stating (1) you want to be excluded from *Baker v. DuPont*, No. 1:16-cv-917 (N.D.N.Y.), (2) your full name, current address, and telephone number, (3) facts that prove you are a Property Settlement Class Member, and (4) your signature. You must mail your exclusion request postmarked no later than February 11, 2026 to:

*Baker v. DuPont*  
Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

The Released Parties, including EIDP, have the right to terminate the EIDP Settlement if an undisclosed number of Settlement Class Members choose to exclude themselves from the EIDP Settlement. If this occurs, the EIDP Settlement will be terminated, and no Settlement Class Member will receive any benefits.

#### **19. If I exclude myself from the EIDP Settlement, can I still receive benefits from the EIDP Settlement?**

No. You will receive no benefits from the EIDP Settlement if you exclude yourself. However, there will be a window in which you may withdraw your letter to be excluded before the Settlement becomes final.

### **OBJECTING TO THE SETTLEMENT**

#### **20. How do I tell the Court that I object to the Settlement or some part of it?**

If you are a Settlement Class Member, you can object to the EIDP Settlement if you do not agree with it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) your full name, current address, and telephone number; (2) a statement of facts that indicate you are a Settlement Class Member; (3) a statement of your objections and the reasons for them referencing the specific provisions of the EIDP Settlement to which you object; a statement indicating whether you plan to appear at the Final Approval Hearing; and (5) your signature.

Your objection must be mailed to Class Counsel and EIDP's Counsel so it is postmarked no later than February 11, 2026.

Class Counsel	EIDP's Counsel
Stephen G. Schwarz Hadley E. Lundback Faraci Lange, LLP 1882 South Winton Road, Suite 1 Rochester, NY 14618 sschwarz@faraci.com  James J. Bilsborrow Weitz & Luxenberg 700 Broadway New York, NY 10003 jbilsborrow@weitzlux.com	John M. Johnson Lana A. Olson Lightfoot, Franklin & White, LLC 400 20th Street North Birmingham, AL 35203 jjohnson@lightfootlaw.com lolson@lightfootlaw.com

#### **21. May I come and voice my objections to the Settlement directly to the Court?**

You or your attorney may request to speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

#### **22. Is objecting to the Settlement the same as being excluded from the EIDP Settlement?**

No, these are two different options. Objecting is simply telling the Court that you don't like something about the EIDP Settlement. You can object only if you remain in the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the EIDP Settlement. If you exclude yourself, you cannot object because the EIDP Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at 12:30 p.m. on April 29, 2026, at the United States District Court for the Northern District of New York, James T. Foley Courthouse, 445 Broadway, Albany, NY 12207. At this hearing, the Court will consider whether the EIDP Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the class representative Plaintiffs' service awards. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (see Question 21 above). After the hearing, the Court will decide whether to approve the EIDP Settlement.

### **23. Do I have to attend the Final Approval Hearing to participate in the EIDP Settlement?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required that you do so.

### **24. If I decide to attend, will I be allowed to speak at the Final Approval Hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 21 above).

### **25. When and how will the Court decide if the EIDP Settlement should receive Final Approval?**

The Court will either issue a Final Approval Order, or issue some other Order that does not grant final approval, at some point on or after the date of the Final Approval Hearing. This Order will be posted on the Court's Docket. Class Counsel will also post this Order on the Settlement Website ([www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)).

## WHAT IF I DO NOTHING?

### **26. What if I fail to submit a Claim Form and fail to Exclude myself from the EIDP Settlement?**

If you are an EIDP Settlement Class Member and do not exclude yourself and do not submit a Claim Form, you will give up the rights explained in Question 13, including your right to start a lawsuit or be part of any other lawsuit against EIDP and any other entities covered by the release, about the legal issues resolved by EIDP Settlement. In addition, you will not receive a payment from the EIDP Settlement or be eligible to participate in the Medical Monitoring Program if you are not already participating.

## GETTING MORE INFORMATION

### **27. If I have more questions, where do I go?**

This Notice summarizes the proposed EIDP Settlement. Complete details are provided in the Class Settlement Agreement. The EIDP Settlement Agreement and other documents are available at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com). Additional information is also available by calling 1-888-808-8974 or by writing to *Baker v. DuPont* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of New York or reviewing the Court's online docket.

There will be a Public Meeting held at the Hoosick Central School Auditorium on January 21, 2026 at 7:00 p.m. where Class Counsel will explain the Settlement in detail and answer questions. The following day, on January 22, 2026, a workshop will be held at the Hoosick Falls Armory, where Class Counsel will help anyone needing assistance in completing claim forms. Details for both will be posted on the website in the coming weeks.