

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

---

**IN RE: AQUEOUS FILM-FORMING  
FOAMS PRODUCTS LIABILITY  
LITIGATION**

---

)  
) **MDL No. 2:18-mn-2873**  
)  
)  
)

**MEMORANDUM OF UNDERSTANDING**

This binding memorandum of understanding (together with the annexes hereto, this “MOU”) is made and entered into this 1<sup>st</sup> day of June, 2023, by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a “Settling Defendant” and collectively, “Settling Defendants”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Draft Class Action Settlement Agreement attached hereto as Annex 1.

1. The Parties have reached agreement on the material terms of a class action settlement, subject to approval of the Court, to resolve all Released Claims, including such Claims asserted against Settling Defendants in the MDL and other Litigation.
2. The material terms of the settlement agreed upon by the Parties are set forth in the Draft Class Action Settlement Agreement attached hereto as Annex 1 and the exhibits thereto, which exhibits are appended hereto as Annexes 2 through 7.<sup>1</sup>
3. The Parties agree to the terms and conditions set forth in the Draft Class Action Settlement Agreement attached hereto as Annex 1 and the exhibits thereto, which exhibits are appended hereto as Annexes 2 through 7. The Parties further agree to cooperate with each other to finalize the Draft Class Action Settlement Agreement and the remaining exhibits contemplated thereby in a manner consistent with the terms and conditions in Annexes 1 and 2 through 7 no later than June 15, 2023, and to execute such agreement promptly after it is finalized. Class Counsel shall then submit the executed agreement to the Court, along with a motion for preliminary approval as provided in Section 9.2 of Annex 1.

---

<sup>1</sup> Note to Draft: Exhibits in Annexes to MOU to include the draft Allocation Procedures, the proposed Preliminary Approval Order, the proposed Final Approval Order, the lists of federal and State-owned and operated systems referenced in MSA Paragraph 5.1.2, and the side letter on walkaway thresholds. The remaining exhibits contemplated by the MSA, including the final Allocation Procedures, will be assembled as described in paragraphs 3-4.

4. In the event that the Parties are unable to agree on any remaining exhibit contemplated by the Draft Class Action Settlement Agreement by June 15, 2023, the Parties shall submit such dispute to The Honorable Layn Phillips (the “Mediator”) for resolution by June 25, 2023. The Parties agree that all decisions of the Mediator pursuant to this paragraph shall be final and binding on all Parties. The Parties further agree to implement such decisions promptly so that the Settlement Agreement can be executed and submitted to the Court for approval by June 30, 2023.
5. The Parties agree that this MOU shall be a binding agreement among them, enforceable in accordance with its terms. Each of the Class Counsel signing below represents that he has authority to enter into this MOU on behalf of, and to bind, each of the Class Representatives. Each Person signing below on behalf of a Settling Defendant represents that he or she has authority to enter into this MOU on behalf of, and to bind, such Settling Defendant.
6. This MOU may be executed in counterparts and shall be binding upon delivery of the signatures of all Parties.

*[signature page follows]*

Agreed to this 1<sup>st</sup> day of June, 2023.

**CLASS COUNSEL:**

By: \_\_\_\_\_  
Michael A. London  
DOUGLAS & LONDON, P.C.  
59 Maiden Lane, 6th Floor  
New York, NY 10038

By: \_\_\_\_\_  
Scott Summy  
BARON & BUDD, P.C.  
3102 Oak Lawn Avenue  
Suite 1100  
Dallas, Texas, 75219

By: \_\_\_\_\_  
Paul J. Napoli  
NAPOLI SHKOLNIK  
1302 Ponce de Leon  
Santurce, Puerto Rico 00907

**COUNSEL FOR SETTling DEFENDANTS:**

By: \_\_\_\_\_  
Jeffrey M. Wintner  
Graham W. Meli  
WACHTELL, LIPTON, ROSEN & KATZ  
51 West 52nd Street  
New York, NY 10019

*Counsel for The Chemours Company and The  
Chemours Company FC, LLC*

By: \_\_\_\_\_  
Kevin T. Van Wart, P.C.  
KIRKLAND & ELLIS LLP  
300 North LaSalle  
Chicago, IL 60654

*Counsel for DuPont de Nemours, Inc.*

By: \_\_\_\_\_  
Michael T. Reynolds  
CRAVATH, SWAINE & MOORE LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, New York 10019

*Counsel for Corteva, Inc., and E.I. DuPont de  
Nemours and Company n/k/a EIDP, Inc.*