

**IN THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF SOUTH
CAROLINA**

IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY
LITIGATION

MDL No. 2:18-mn-2873-RMG

This Document Relates to:
City of Camden, et al. v. 3M Company,
Case No. 2:23-cv-03147-RMG

**JOINDER OF CITY OF PHILADELPHIA TO SOVEREIGNS' OMNIBUS
OPPOSITION TO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS, AND
FOR PERMISSION TO DISSEMINATE CLASS NOTICE**

JOINDER

The City of Philadelphia hereby joins in the Sovereigns’ Omnibus Opposition to Plaintiffs’ Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Class, and for Permission to Disseminate Class Notice (“Motion”).¹ The Motion seeks preliminary approval of a proposed class action settlement between Defendant 3M Company and public water suppliers (“3M Settlement”). But as the Sovereigns’ Omnibus Opposition establishes, the 3M Settlement raises serious concerns for the City. The Court should deny the Motion.

The City’s water department supplies drinking water services to approximately 1.6 million Philadelphians and has detected PFAS in the City’s drinking water. As a result, the City is a putative class member under Section 5.1 of the 3M Settlement,² which would release a certain and significant amount of the City’s damages related to the PFAS impacts caused by 3M.³ As a putative class member, the City has significant protectable interests in ensuring that the 3M Settlement provides meaningful resources that allow the City to remediate the impacts of PFAS on its drinking water. However, as explained in the Omnibus Opposition, the Settlement raises significant concerns for the City and its residents. Chief among them:

¹ The Omnibus Opposition and Supplemental Opposition were both filed on July 26, 2023, in Civil Action No. 2:23-cv-03147-RMG and are available at ECF Nos. 37 and 38. The City of Philadelphia joins in the Opposition in its entirety, and all attachments thereto are hereby incorporated by reference.

² Section 5.1 defines the “Settlement Class” as “Every Public Water System in the United States of America that . . . (a) has one or more Impacted Water Sources as of the Settlement Date; or (b) does not have one or more Impacted Water Sources as of the Settlement Date, and (i) is required to test for certain PFAS under UCMR-5 [the Fifth Unregulated Contaminant Monitoring Rule adopted by U.S. EPA], or (ii) serves more than 3,300 people, according to SDWIS [Safe Drinking Water Information System].”

³ However, the City is also simultaneously not a putative class member—as it retains claims beyond drinking water damages that may not be released by the 3M Settlement Agreement.

1. The 3M Settlement would require the City to indemnify 3M for “any Claim arising out of, related to, or involving PFAS that has entered or may enter” the City’s drinking water system. *See* 3M Settlement § 11.6.3(ii). This would allow 3M to shift its future legal obligations onto the City’s coffers, potentially swallowing up any money the City would receive under the Settlement.
2. The proposed release is overbroad and could potentially cover other claims brought by the City on behalf of its other agencies and departments. *See* 3M Settlement § 2.60.
3. The total settlement amount is much less than the anticipated damage from PFAS contamination nationally and therefore does not fairly, reasonably, and adequately remedy PFAS contamination by 3M for all water providers in the United States.
4. The allocation process forces the City to decide whether to release its claims against 3M without knowing its potential recovery (or even a range of potential recovery), without knowing whether this amount will adequately address the cost of remediating the impact of PFAS on the City’s drinking water, and without knowing whether this recovery is a fair exchange for the broad release the Settlement requires. *See* 3M Settlement Ex. Q.

Given the number of issues and the limited time the City has had to review the 3M Settlement, the City expressly reserves all rights related to the 3M Settlement and the attendant approval process.

Because of certain deficiencies in the 3M Settlement, the City respectfully joins in the Omnibus Opposition, and respectfully requests that this Court deny Plaintiffs’ Motion.

Dated: August 1, 2023

Respectfully submitted,

/s/ Aimee D. Thomson _____

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CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2023, I electronically filed the foregoing document with the Clerk of the Court using the Court's CM/ECF system, which shall send notice to all counsel of record.

Dated: August 1, 2023

/s/ Aimee D. Thomson
AIMEE D. THOMSON