



West Virginia E-Filing Notice

CC-20-2017-C-765

Judge: Carrie Webster

To: Van Bunch
vbunch@bffb.com

NOTICE OF FILING

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA
RICHARD JEFFRIES, INDIVIDUALLY & OBO ALL v. WEST VIRGINIA AMERICAN WATER
COMPANY
CC-20-2017-C-765

The following motion was FILED on 5/2/2025 3:38:40 PM

Notice Date: 5/2/2025 3:38:40 PM

Cathy S. Gatson
CLERK OF THE CIRCUIT COURT
Kanawha County
P.O. Box 2351
CHARLESTON, WV 25301

(304) 357-0440

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

**RICHARD JEFFRIES, and COLOURS
BEAUTY SALON, LLC, individually and
on behalf of all others similarly situated,**

Plaintiffs,

v.

**Civil Action No. 17-C-765
Judge Carrie L. Webster**

**WEST VIRGINIA-AMERICAN WATER
COMPANY**

Defendant.

**JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, CONDITIONAL CLASS CERTIFICATION, DIRECTING
NOTICE TO THE CLASS, AND SCHEDULING FINAL FAIRNESS HEARING**

Plaintiffs, on behalf of themselves and all others similarly situated, and defendant West Virginia-American Water Company hereby jointly move, pursuant to Rules 23(a), (b)(3), (e), and (f) of the West Virginia Rules of Civil Procedure, for preliminary approval of the proposed Class Settlement Agreement ("Settlement Agreement"), dated May 2, 2025, between Plaintiffs and Defendant.¹

The Settlement Agreement was entered into by Plaintiffs and Defendant (the "Parties") only after extensive arm's length negotiation by experienced counsel, which was conducted under the guidance of an experienced mediator. In light of the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the litigation, the proposed Class Settlement embodied in the Settlement Agreement (the "Class

¹ West Virginia American joins in this Motion, but notes that if the Settlement Agreement is not approved or the Class Settlement is not consummated, West Virginia American reserves all rights and defenses available in the litigation including all arguments that class certification is not appropriate, recognizing this Court's prior certification of a "liability" or "fault" issues class under W. Va. R. Civ. P. 23(c)(4).

Settlement”) is sufficiently within the range of reasonableness so that notice of the Class Settlement should be given in accordance with the terms of the proposed agreed Notice Program.

For the reasons stated here and in the accompanying Memorandum of Law submitted by Plaintiffs, the Parties respectfully request that the Court enter an Order providing for:

1. Preliminary approval of the proposed Settlement Agreement including all exhibits thereto) (attached as Exhibit A to this Motion);
2. Conditional certification of the Settlement Class identified in the Settlement Agreement for settlement purposes only;
3. Appointment of Plaintiffs as Settlement Class Representatives;
4. Appointment of Settlement Class Counsel;
5. Approval of the Class Notice Program and direction to implement the Class Notice Program;
6. Approval of Smith Cochran & Hicks, PLLC (“SCH”) (SCH Firm Resume attached as Exhibit B to this Motion) as Settlement Administrator; and,
7. Establishment of a specific dates for filing claims, opting out of the Settlement, and objecting to the Settlement, and a Final Fairness Hearing date to consider final approval of the Class Settlement and requests for payment of attorneys’ fees and litigation expenses to Settlement Class Counsel and Settlement Class Representative Incentive Awards.

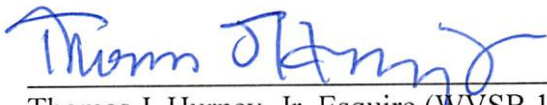
The Parties have submitted a proposed Order concurrently with this Motion for the Court’s consideration.

DATED: May 2, 2025.

Respectfully submitted,

**RICHARD JEFFRIES, and COLOURS
BEAUTY SALON, LLC, individually and
on behalf of all others similarly situated,
Plaintiffs**

By Counsel,



Thomas J. Hurney, Jr, Esquire (WVSB 1833)
Alexandra Kitts, Esquire (WVSB 12549)
Albert Sebok, Esquire (WVSB 4722)
Blair Wessels, Esquire (WVSB 13707)
JACKSON KELLY PLLC
P.O. Box 553
Charleston, WV 25332

Kent Mayo, Esquire (admitted *Pro Hac Vice*)
BAKER BOTTS LLP
700 K Street NW
Washington, DC 20001

Counsel for West Virginia-American Water Company

L. Dante diTrapano, Esquire (WVSB 6778)
David H. Carriger, Esquire (WVSB 7140)
Alex McLaughlin, Esquire (WVSB 9696)
CALWELL LUCE DITRAPANO, PLLC
Law and Arts Center West
500 Randolph Street
Charleston, West Virginia 25302
Telephone: (304) 343-4323
Facsimile: (304) 344-3684

Van Bunch, Esquire (WVSB 10608)
BONNETT FAIRBOURN FRIEDMAN & BALINT PC
7301 North 16th Street, Suite 102
Phoenix, AZ 85020
Telephone: 602-274-1100

W. Jesse Forbes, Esquire (WVSB 9965)
FORBES LAW OFFICES, PLLC
1118 Kanawha Boulevard, East
Charleston, WV 25301
Telephone: 304-343-4050

Kevin W. Thompson, Esquire
David R. Barney, Jr., Esquire
THOMPSON BARNEY
2030 Kanawha Boulevard, East
Charleston, WV 25311
Telephone: 304-343-4401

Counsel for Plaintiffs

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

RICHARD JEFFRIES, and COLOURS
BEAUTY SALON, LLC, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

Civil Action No. 17-C-765
Judge Carrie L. Webster

WEST VIRGINIA-AMERICAN WATER
COMPANY,

Defendant.

CERTIFICATE OF SERVICE

I, Thomas J. Hurney, Jr., counsel for West Virginia-American Water Company, certify that on May 2, 2025, the foregoing *Joint Motion for Preliminary Approval of Class Settlement, Conditional Class Certification, Directing Notice to the Class, and Scheduling Final Fairness Hearing* was electronically filed with the Clerk of the Court using the West Virginia electronic filing system, which will send notification of such filing to counsel of record.

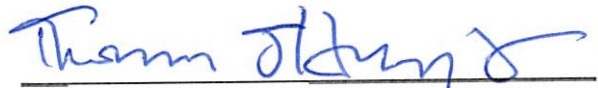

Thomas J. Hurney, Jr. (WVSB #1833)

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT

TABLE OF CONTENTS

	Page
1. PREAMBLE	1
2. RECITALS	1
3. DEFINITIONS.....	3
4. SETTLEMENT CLASS DEFINITION.....	12
5. SETTLEMENT CONSIDERATION AND CLAIMS ADMINISTRATION.....	13
6. PRELIMINARY APPROVAL BY THE COURT AND SETTLEMENT CLASS CERTIFICATION	29
7. TERMINATION OF THE SETTLEMENT	30
8. NOTICE.....	30
9. RELEASE AND ASSIGNMENT	36
10. NO ADMISSION OF LIABILITY/INADMISSIBILITY.....	38
11. REPRESENTATION AND WARRANTIES.....	39
12. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE	40
13. ATTORNEY’S FEES AND LITIGATION EXPENSES, AND CLASS REPRESENTATIVE INCENTIVE AWARDS	43
14. GENERAL MATTERS	45

LIST OF EXHIBITS

- | | |
|------------------|--|
| Exhibit 1 | Map of Class Area |
| Exhibit 2 | Simple Claim Forms for Residential Household Claims and Business |
| Exhibit 3 | Short Form or Summary Notice |
| Exhibit 4 | Long Form Notice |
| Exhibit 5 | With Evidence Claim Form for Residential Household Claims |
| Exhibit 6 | With Evidence Claim Form for Business Claims |
| Exhibit 7 | Class Notice Program |
| Exhibit 8 | Envelope Cover |

1. PREAMBLE

Subject to preliminary and final approval by the Court¹ and in exchange for the good and valuable consideration as set forth herein, this Class Action Settlement Agreement, together with its Exhibits (“Settlement Agreement” or “Agreement”), is entered into by and between Richard Jeffries and Colours Beauty Salon, LLC (the “Settlement Class Representatives” or “Plaintiffs”), on behalf of themselves and the Settlement Class Members as defined below, by and through Settlement Class Counsel (as defined below) and West Virginia-American Water Company (“West Virginia American”), intending that as among the Parties (as defined below), and all Settlement Class Members, the Litigation and the Released Claims shall be fully and finally compromised, settled and released, and the Litigation shall be dismissed with prejudice, as to all Parties and Released Entities upon the terms and conditions set forth herein (the “Class Action Settlement” or “Settlement”).

2. RECITALS

WHEREAS, the Released Claims compromised by the Settlement Agreement arise out of the June 23, 2015 water main transmission break and subsequent response actions (the “2015 Dunbar Main Break”) resulting in water service interruptions and/or reduced water pressure and/or a precautionary boil water advisory for some customers in the western part of the Kanawha Valley Distribution system within the Class Area, as shown on the Map attached as Exhibit 1;

WHEREAS, Plaintiffs filed this action on June 2, 2017 and have alleged that West Virginia American is liable for damage and injury allegedly resulting from the 2015 Dunbar Main Break;

¹ Capitalized words and phrases used throughout this Settlement Agreement carry the definitions set forth herein.

WHEREAS, this Court certified a class under West Virginia Rule of Civil Procedure 23(c)(4) (the “Class”) for the limited purpose of determining the fault of West Virginia American for the 2015 Dunbar Main Break;

WHEREAS, the Court appointed the following attorneys as class counsel for the class litigation: L. Dante’ di Trapano and Alex McLaughlin of the law firm Calwell Luce di Trapano PLLC and Van Bunch of Bonnett, Fairbourn, Friedman and Balint P.C.;

WHEREAS, Plaintiffs propose that the following attorneys be appointed as Settlement Class Counsel: L. Dante’ di Trapano and Alex McLaughlin of the law firm Calwell Luce di Trapano PLLC, Van Bunch of Bonnett, Fairbourn, Friedman and Balint P.C., and W. Jesse Forbes of Forbes Law Offices, PLLC.

WHEREAS, West Virginia American denied and continues to deny any liability to Plaintiffs or other members of the Class, and has denied any wrongdoing or liability of any kind, and has asserted numerous defenses to the claims asserted by Plaintiffs and the Class;

WHEREAS, Settlement Class Counsel have fully analyzed and evaluated the merits of the Parties’ contentions and the Settlement as it affects all Parties, including individual Settlement Class Members, and after taking into account the foregoing along with the substantial risks of continued litigation, and the likelihood that the Litigation, if not settled now, will be protracted and expensive, are satisfied that the terms and conditions of the Settlement are fair, reasonable, adequate and equitable, and that the Settlement is in the best interests of the Settlement Class;

WHEREAS, the Parties engaged in extensive, arms-length negotiations, through mediator Doug Adkins, Esq., which culminated in this Settlement Agreement;

WHEREAS, Settlement Class Counsel have agreed to execute this Settlement Agreement and urge its approval by the Court after consideration of the substantial benefits that the Settlement Agreement bestows upon the Settlement Class Members;

WHEREAS, West Virginia American agrees to the certification of the Class proposed herein as a settlement class under W. Va. R. Civ. P. 23(b)(3) for settlement purposes only;

WHEREAS, West Virginia American will enter into this Settlement Agreement, without any admission of liability, in order to, among other things, avoid the further expense, inconvenience, burden, uncertainty, and risk of the Litigation; and

WHEREAS, based on their review and analysis of the relevant facts and legal principles, West Virginia American and Settlement Class Counsel believe that, in consideration of all the circumstances, the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate, and beneficial to and in the best interests of the Settlement Class Representatives and the proposed Settlement Class;

NOW THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class Members and West Virginia American, themselves and through their undersigned counsel, agree to the settlement of the Litigation, subject to Court approval and the provisions contained in this Settlement Agreement, and that the Litigation and the Released Claims against the Released Entities are fully and finally compromised, settled, released, and dismissed with prejudice as follows:

3. DEFINITIONS

As used in this Settlement Agreement, including the attached Exhibits, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise.

3.1. “Administrative Expenses” shall mean the fees and expenses of the Settlement Administrator and other persons or entities appointed to assist in the management of this Settlement as authorized by the Court including all costs, expenses, and fees reasonably incurred as part of the administration of the settlement of this matter, including, but not limited to, the fees and expenses of the Guardian ad Litem, the fees and expenses of the Settlement Administrator in the performance of its job in preparing and distributing the Notice and implementing the Notice Program and its fees and expenses incurred in the performance of its job relating to this Settlement, including the costs of receiving and processing Opt Outs and paying all Compensable Claims, fees, and disbursements, and the cost of accounting for all receipts, payments, and disbursements.

3.2. “Attorney’s Fees and Litigation Expenses” means the fees and expenses awarded to Settlement Class Counsel by the Court with respect to Settlement Class Counsel’s work on behalf of the Class Members. Subject to approval by the Court, the Parties intend that Attorney’s Fees and Litigation Expenses as defined here will be paid as provided in Section 13 below.

3.3. “Business” means a commercial business or non-profit business entity.

3.4. “Business Additional Expenses” means any expense incurred by any business between June 23, 2015, and July 1, 2015, due to the loss of use of water, including purchases of substitute water, spoiled or lost inventory and loss of profits from having to close the business.

3.5. “Business Claims” means a claim by a Business under this Settlement Agreement.

3.6. “Business Claimant” means a Business that conducted operations at real property, was operating within the Class Area between June 23, 2015, and July 1, 2015, and has submitted a Claim Form under the Settlement Agreement.

3.7. “Claimant” means any natural person or Business who or which submits a Claim Form to the Settlement Administrator.

3.8. “Claim Form” means the documents, substantially in the form of the Simple Claim Forms (Exhibit 2 to this Settlement Agreement) and the With Evidence Claim Forms for Residential Household Claims or Business Claims (Exhibits 5 and 6), that are to be submitted to the Settlement Administrator by Claimants seeking payment of their claims pursuant to this Settlement Agreement.

3.9. “Claims Submission Deadline” means the last day on which a Claim Form can be submitted to the Settlement Administrator for payment. The Claims Submission Deadline shall be sixty (60) days after the completion of the Notice Program. The Claims Submission Deadline shall be set forth in the Notice.

3.10. “Class Representative Incentive Awards” shall have the meaning set forth in Section 13.1.

3.11. “Compensable Claim” means a claim submitted through a Claim Form that has been reviewed by the Settlement Administrator and determined to be eligible for payment under the terms of this Settlement Agreement.

3.12. “Contemporaneous Communication” means any email, social media post, social media direct message, text message or other evidence of a communication sent or posted between June 23, 2015, and July 1, 2015, that refers to Loss of Use or the need to incur Household Additional Expenses as a result of the loss of use of water between June 23, 2015, and July 1, 2015.

3.13. “Court” means the Circuit Court of Kanawha County, West Virginia.

3.14. “Customer” means the person(s) or entity identified on the West Virginia American Customer List as the account holder for billing purposes of an Eligible Location.

3.15. “Defendant” means West Virginia-American Water Company.

3.16. “Effective Date” means the date five (5) business days after the Court’s order approving the Settlement Agreement after the Fairness Hearing becomes a Final Approval Order.

3.17. “Eligible Business Location” means a Business that was located and operating in the Class Area between June 23, 2015, and July 1, 2015.

3.18. “Eligible Business Claimant” means a Business Claimant who satisfies the eligibility requirements of the Settlement Agreement for Business Claimants.

3.19. “Eligible Location” means an Eligible Residential Location or an Eligible Business Location.

3.20. “Eligible Residential Claimant” means a Residential Claimant who satisfies the eligibility requirements of the Settlement Agreement for Residential Claimants.

3.21. “Eligible Residential Location” means a single-family home (attached or detached) or any unit within a multiple unit residential building located in the Class Area between June 23, 2015, and July 1, 2015.

3.22. “Fairness Hearing” means the hearing held by the Court for the purpose of determining whether to approve this Settlement Agreement as fair, reasonable, and adequate.

3.23. “Final Approval Order” means the Court’s order approving the Settlement Agreement after the Fairness Hearing and after the period for any petitions for appeal, appeals, writs, petitions, or motions for rehearing or certiorari has expired without the initiation of any such proceeding, or if such proceeding has been initiated, there has been a full and final disposition of any such proceeding including any proceedings in remand and/or subsequent appeal and the Court’s order approving the Settlement Agreement has been affirmed.

3.24. “Guardian ad Litem” has the definition set forth in Section 5.5.

3.25. “Household” means collectively all the persons who were Residents of a specified Eligible Residential Location between June 23, 2015, and July 1, 2015. The Residents may be any group of related or unrelated persons who shared living arrangements in the same Residential Location between June 23, 2015, and July 1, 2015, provided that a visitor or guest shall not be considered to be a Household member and shall not be eligible for compensation for a Residential Household Claim.

3.26. “Household Additional Expenses” means any expense reasonably incurred by any member of a Household between June 23, 2015, and July 1, 2015, due to the loss of use of water, including purchases of one or more substitutes such as bottled water, meals at restaurants, ready-to-eat meals that do not require water for cooking, use of commercial laundry facilities, or lodging, as well as travel expenses to obtain such substitutes.

3.27. “Litigation” has the definition set forth in the Recitals.

3.28. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 4 to this Settlement Agreement. The Long Form Notice will be available only on the settlement website, in the form of “FAQs” or “Frequently Asked Questions.”

3.29. “Loss of Use” of property means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours. Receipt of a boil water advisory alone does not constitute a “Loss of Use” for purposes of this Settlement Agreement.

3.30. “Notice” or “Class Notice” means the notice of proposed class action settlement that the Court approves in connection with the motion for Preliminary Approval of the Settlement,

and includes both the Long Form Notice, to be published only on the settlement website, and the Short Form Notice, to be published and available on the settlement website, as well as sent to Customers by US Mail and published in local newspapers once a week for four weeks.

3.31. “Notice Date” means no later than 21 days after the Court issues a Preliminary Approval Order.

3.32. “Notice Program” or “Class Notice Program” means the program for distributing Notice to Class Members negotiated by the Parties and the Settlement Administrator (as set forth in Exhibit 7), which contemplates providing direct Notice to the class by US mail using the West Virginia American Customer List, with use of skip tracing to verify addresses, a settlement website, and a toll-free phone number (established by the Settlement Administrator) to allow Class Members to listen to answers to frequently asked questions. The notice will direct the customers to the website where they can file their claims. Direct notice will be supplemented with publication in local papers consisting of an ad in the notice section, once a week for four weeks.

3.33. “Objection Deadline” means the last day a Settlement Class Member may object to the Settlement Agreement. The Objection Deadline will be specified in the Notice.

3.34. “Opt Out” means the process for all class members to exercise their right to exclude themselves from the Settlement Class in accordance with Rule 23(c)(2) of the West Virginia Rules of Civil Procedure and the procedures set forth in the Preliminary Approval Order and Notice.

3.35. “Opt-Out Deadline” means the last day a class member may opt out of the Settlement. The Opt-Out Deadline will be specified in the Notice.

3.36. “Opt Outs” or an “Opt Out” means those Residents or Businesses eligible for inclusion in the Settlement Class who or which have timely and properly exercised their right to

Opt Out of the Settlement Class in accordance with the procedures set forth in this Settlement Agreement and pursuant to orders of the Court, and who or which therefore are not Settlement Class Members. Opt Outs refers only to those Residents or Businesses who or which properly exercise their right to Opt Out of this Settlement and the Settlement Class certified by the Court pursuant to this Settlement.

3.37. “Parties” means West Virginia American and the Settlement Class certified by the Court pursuant to this proposed Settlement.

3.38. “Preliminary Approval Order” means the order entered by the Court, at its discretion, preliminarily approving the Settlement as outlined in this Settlement Agreement, approving the Notice and Notice Program, and preliminarily certifying the Settlement Class.

3.39. “Property Damage” means physical damage to or destruction of tangible property, at a residential or business location resulting from the 2015 Dunbar Main Break, including the loss of use thereof at any time.

3.40. “Release” means the release and waiver described in Sections 9.3 and 9.4 of this Settlement Agreement and in the Final Approval Order.

3.41. “Released Claims” has the definition set forth in Section 9.3 of the Settlement Agreement.

3.42. “Released Entities” has the definition set forth in Section 9.2 of the Settlement Agreement.

3.43. “Residence” or “Residential Location” means a single-family home (attached or detached) or any unit within a multiple unit residential building.

3.44. “Resident” means a person who resided at an Eligible Residential Location between June 23, 2015, and July 1, 2015; provided that a visitor or guest shall not be considered to be Resident and shall not be eligible for compensation for a Residential Household Claim.

3.45. “Residential Claimant” means a Settlement Class Member who is a Resident and who has submitted a Claim Form for Residential Household Claims under the Settlement Agreement.

3.46. “Residential Household Claim” means a claim submitted by a Residential Claimant on behalf of a Household under this Settlement Agreement.

3.47. “Settlement” or “Settlement Agreement” means the settlement the Parties have entered into to resolve the Litigation as set forth in this settlement agreement and the Exhibits attached hereto, including any subsequent amendments or any exhibits to such amendments.

3.48. “Settlement Account” shall have the definition set forth in Section 5.9.

3.49. “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement and consult on Class Notice and to administer the Settlement consistent with this Settlement Agreement. The Parties agree that Smith Cochran Hicks, LLC shall serve as Settlement Administrator, subject to approval by the Court.

3.50. “Settlement Claims Program” means the overall manner of reviewing, determining, approving, and paying claims and otherwise distributing funds as described in this Settlement Agreement.

3.51. “Settlement Class” has the definition set forth in Section 4.

3.52. “Settlement Class Counsel” means L. Dante’ di Trapano and Alex McLaughlin of the law firm Calwell Luce di Trapano PLLC, Van Bunch of Bonnett, Fairbourn, Friedman and Balint P.C., and W. Jesse Forbes of Forbes Law Offices, PLLC.

3.53. “Settlement Class Member” shall mean a Resident or Business that is within the Settlement Class as defined in Section 4 and is not within the group of persons and Businesses excluded from the Settlement Class as defined in Section 4.

3.54. “Short Form Notice” or “Summary Notice” means the Short Form Notice substantially in the form as attached hereto as Exhibit 3 to this Settlement Agreement. The Short Form Notice includes the address of the settlement website where readers and recipients can find and read the Long Form Notice (Exhibit 4) and complete one of the Claim Forms (Exhibits 2, 5 and 6). The Short Form Notice will be provided by US Mail to Customers. The Short Form Notice provided by US Mail to Customers will include and clearly display the Customer’s pre-assigned Unique Class Member Identifier.

3.55. “Simple Claim Form” means a Claim Form in the form of Exhibit 2 submitted under the Simple Claim Form Option for Residential Household Claims or Business Claims.

3.56. “Simple Claim Form Option” shall have the meaning generally set forth in Section 5.1.3 and shall be implemented consistent with Section 5 of the Settlement Agreement.

3.57. “Unique Class Member Identifier” or “UCMI” means a number, issued by the Settlement Administrator, and assigned to each Customer and claimant to facilitate the filing of Customer claims and the handling and processing of all claims. Customers will be pre-assigned a Unique Class Member Identifier prior to the Settlement Administrator’s mailing of the notice to those Customers, which will be included in the mailed notice. All others will be assigned a UCMI on the settlement website when they initiate the process of filling out a Claim Form. Customers whose name and address between June 23, 2015, and July 1, 2015, match the name and address on the West Virginia American Customers List will not be treated as non-Customers for failing to match or provide the pre-assigned UCMI for that Customer and filing under a different UCMI

assigned at the time of filing the Claim Form, but they will be unable to take advantage of the pre-populated Claim Form on the settlement website associated with the Customer's pre-assigned UCMI unless they match or provide the pre-assigned UCMI at the time of filing.

3.58. "West Virginia American Customer List" means the list of West Virginia American Customers within the Class Area updated from the customer list used in connection with the Notice of Pendency of Class Action previously issued that is being provided by West Virginia American to the Settlement Administrator pursuant to Court order and subject to existing confidentiality protections for use in Notice and implementation of this Settlement Agreement.

3.59. "2015 Dunbar Main Break" has the definition set forth in the Preamble and also includes (a) any alleged actions or omissions by West Virginia American that took place prior to the discovery of the 2015 Dunbar Main Break on June 23, 2015, that allegedly contributed to the 2015 Dunbar Main Break or allowed it to occur, and (b) any actions or omissions by West Virginia American with respect to the response to the 2015 Dunbar Main Break on or after June 23, 2015.

3.60. "With Evidence Option" shall have the meaning generally set forth in Sections 5.1.4 and shall be implemented consistent with Section 5 of the Settlement Agreement.

3.61. "With Evidence Option Claim Form" or "With Evidence Claim Form" means a Claim Form submitted under the With Evidence Option for Residential Household Claims or Business Claims substantially in the form of Exhibit 5 or 6, respectively.

3.62. The terms "he or she" and "his or her" include "it" or "its" where applicable.

4. SETTLEMENT CLASS DEFINITION

For purposes of this Settlement only, the Parties agree to seek certification by the Court of a Settlement Class defined to include the following natural born persons and Businesses including any person or entity claiming by, through or under a class member:

Individuals and Businesses who, between June 23, 2015, and July 1, 2015:

- resided in a dwelling supplied tap water by WVAW and located within the area shown on the map previously submitted in connection with the prior Notice of Pendency of Class Action issued in this matter as depicted on the attached Exhibit 1; or
- owned a business operating in real property supplied tap water by WVAW and located within that area.

Exclusions. The following groups are not included in the Settlement Class:

- Officers, directors, or employees of WVAW or of any of WVAW's affiliates;
- Members of the immediate family of Judge Webster and any associated court staff assigned to this case;
- Class Counsel and attorneys who have made an appearance for the Plaintiffs or Defendant in this case;
- The Settlement Administrator, Guardian ad Litem, and other consultants and associated staff assigned to this case, and,
- Persons or entities who exclude themselves from the Settlement Class (Opt Outs).

5. SETTLEMENT CONSIDERATION AND CLAIMS ADMINISTRATION

As consideration for the terms, conditions and Releases under this Settlement Agreement, West Virginia American will make funds available to pay Compensable Claims submitted by Settlement Class Members and to pay Administrative Expenses and Attorney's Fees and Litigation Expenses and Class Representative Incentive Awards, consistent with the terms of this Settlement Agreement.

5.1. Monetary Benefits.

5.1.1. The monetary benefits of the Settlement will be on a claims-made basis with an aggregate cap of \$18 million (including any payments for Administrative Expenses, Attorney's Fees and Litigation Expenses, Class Representative Incentive Awards, Simple Claim payments, and With Evidence Claim payments), regardless of the number or value of claims or the number of Claimants who the Settlement Administrator determines should be awarded Simple Claim payments or With Evidence Claim payments. Residential Claimants and Business Claimants will have the option of electing one of two potential claim options: the Simple Claim Form Option or the With Evidence Option. In consideration for the Settlement and Releases given herein and subject to the rights, terms, and conditions of this Settlement Agreement, Defendant will pay or cause to be paid Compensable Claims based upon the election of the Settlement Class Member and for which the Settlement Class Member qualifies.

5.1.2. Eligibility:

5.1.2.1. Residential Claimants: To be eligible for compensation, a Residential Claimant: (i) must have been a resident at an Eligible Residential Location between June 23, 2015, and July 1, 2015; (ii) may not be an Opt Out; and (iii) must timely submit a signed Claim Form. An Eligible Residential Claimant who submits a Claim Form is considered to be making a Residential Household Claim.

5.1.2.2. Business Claimants: To be eligible for compensation, a Business Claimant must: (i) be a person or entity that operated a Business in an Eligible Business Location between June 23, 2015, and July 1, 2015; (ii) may not be an Opt Out; and (iii) must timely submit a signed Claim Form.

5.1.3. Simple Claim Form Option Payments.

5.1.3.1. Simple Residential Claims. Each Residential Claimant making a Residential Household Claim under the Simple Claim Form Option will be required to complete a Simple Claim Form and attest under penalty of perjury that they experienced a Loss of Use. The maximum recovery under the Simple Claim Form Option for a Residential Claimant on behalf of a Household shall be \$175.

5.1.3.1.1. A Residential Claimant who is the Customer does not have to provide additional proof that they resided in a residence during the period in question. Residential Claimants who are not identified as the Customer(s) must provide verifiable proof that they resided in the residence during the period in question. Valid forms of verifiable proof of residence include a lease, deed, tax return, homeowners' or renter's insurance policy or declaration sheet, school record, employment record, mortgage statement, bank statement, canceled check or receipt for rent payment, or utility bill covering any part of June or July 2015 with the Residential Claimant's name and the address of the Eligible Residential Location on it.

5.1.3.2. Simple Business Claims. Each Business Claimant making a Business Claim under the Simple Claim Form Option will be required to complete a Simple Claim Form and attest under penalty of perjury that the Business experienced a Loss of Use. The maximum recovery under the Simple Claim Form Option for a Business Claimant shall be \$525.

5.1.3.3. Simple Claim Form. The Simple Claim Form will provide information to enable the Settlement Administrator to: (i) identify the location of the Residence or Business and determine that the location is an Eligible Location; (ii) ensure that only one claim is paid for each Eligible Location; (iii) identify, in the case of a Business Claim, the person signing the claim and that person's ownership, office, or other relationship to the Business; (iv) identify current

contact information for the Residential Claimant or Business Claimant; and (v) make payment of Compensable Claims to the appropriate recipient.

5.1.3.4. Simple Claim Cap. The Parties have agreed to a cap of \$13,000,000 on the total of all payments to be made under the Simple Claim Form Option plus the proportional share (72.2%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses.²

5.1.3.5. If the total of all payments to be made under the Simple Claim Form Option plus the proportional share (72.2%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses would exceed \$13,000,000 if all Compensable Claims under the Simple Claim Form Option were paid at the maximum amount available, then the amount payable for each Compensable Claim under the Simple Claim Form Option shall be reduced *pro rata* so that the sum of the payments for Compensable Claims under the Simple Claim Form Option plus the proportional share (72.2%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses equals, but does not exceed, \$13,000,000.

5.1.3.6. Remainder. If the total of all payments for Compensable Claims under the Simple Claim Form Option plus the proportional share (72.2%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses is less than \$13,000,000, then the difference between that amount and \$13,000,000 shall be considered the "Remainder."

² The agreed-upon proportion is the proportion of the \$13,000,000 cap on Simple Claim Payments of the \$18,000,000 total cap on all payments of any kind under the Settlement Agreement. \$13,000,000 divided by \$18,000,000 is **72.2%**.

5.1.4. With Evidence Option Payments. Residential Claimants and Business Claimants will be required to present contemporaneous (during the time of the 2015 Dunbar Main Break) proof of impact from the leak event as a threshold requirement to make a Compensable Claim under the With Evidence Option as follows:

5.1.4.1. Household Tier 1 Payments: A Residential Claimant who provides proof of Loss of Use consisting of one or more Contemporaneous Communications and is determined to have made a Compensable Claim shall be entitled to a maximum recovery of \$225 on behalf of a Household.

5.1.4.2. Household Tier 2 Payments: A Residential Claimant who provides proof of loss of use consisting of contemporaneous receipts for Household Additional Expenses or Property Damage and is determined to have made a Compensable Claim can recover the amount of actual verified damages up to a maximum of \$500 on behalf of a Household.

5.1.4.3. A Resident can make a claim under either the Simple Claim Form Option or the With Evidence Option (either a Household Tier 1 claim or Household Tier 2 claim), but may not make a claim for a combination of any of the three types of payments.

5.1.4.4. With Evidence Option Business Claim Payments: A Business Claimant that provides proof consisting of receipts and/or contemporaneous business records demonstrating Business Additional Expenses or Property Damage and is determined to have made a Compensable Claim can recover actual damages up to a maximum of \$1,525.

5.1.4.5. Business Claimants that elect the With Evidence Option shall submit the With Evidence Option Claim Form for Businesses.

5.1.4.6. With Evidence Claim Form. The With Evidence Claim Form will provide information to enable the Settlement Administrator to: (i) identify the location of the

Residence or Business and determine that the location is an Eligible Location; (ii) ensure that only one claim is paid for each Eligible Location; (iii) identify, in the case of a Business Claim, the person signing the claim and that person's ownership, office, or other relationship to the Business; (iv) identify current contact information for the Residential Claimant or Business Claimant; and (v) make payment for Compensable Claims to the appropriate recipient.

5.1.4.7. With Evidence Cap. The Parties have agreed to a cap of \$5,000,000 plus the Remainder (if any) for the total of all payments for Compensable Claims under the With Evidence Option plus 27.8% of the final, court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses. Business Claimants may file a claim under the Simple Claim Form Option or under the With Evidence Option, but not both.

5.1.4.8. If the total of all payments for Compensable Claims under the With Evidence Option plus the proportional share (27.8%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees' and Litigation Expenses would exceed \$5,000,000 plus the Remainder (if any) if all Compensable Claims under the With Evidence Option were paid at the maximum amount available, then the amount payable shall be reduced *pro rata* so that the sum of the payment for Compensable Claims under the With Evidence Option plus the proportional share (27.8%) of court-approved Administrative Expenses, Class Representative Incentive Awards, and Attorney's Fees and Litigation Expenses equals, but does not exceed, \$5,000,000 plus the Remainder (if any).

5.1.4.9. Insufficient Evidence. Information not considered sufficient to meet the threshold requirement for Compensable Claims under the With Evidence Option includes but is not limited to:

- Claim forms or affidavits alleging impact or damages without contemporaneous corroborating evidence;
- Evidence based solely on where a Residential or Business Claimant resided at the time of the leak event; any assertion or evidence that a Claimant received a boil water advisory alone is not sufficient evidence to meet the threshold requirement for a claim; and
- Assertions of lost business income without contemporaneous business records and/or receipts demonstrating Business Additional Expenses.

5.2. Single Claim/Payment

5.2.1. Residential Household Claims. Subject to the limited exception described in Section 5.3, there can be only one approved Residential Household Claim for each Eligible Residential Location.

5.2.2. Business Claims. There can be only one approved Business Claim for each Eligible Business Location, except that if the Settlement Administrator determines for a multi-unit facility that more than one Business operated there between June 23, 2015, and July 1, 2015, each independent Business may be eligible for a payment. There may be a Business Claim payment or a Residential Household Claim payment but not both for an Eligible Residential Location if a Business is operated in the Eligible Residential Location, except that if an Eligible Location was a multi-use building that contained both Businesses and Residences between June 23, 2015, and July 1, 2015, each independent Business and Residence may be eligible for a payment.

5.3. Handling of Multiple Claims and Claimants at a Single Eligible Residential Location

5.3.1. If the Settlement Administrator receives Claim Forms from more than one claimant for a single Eligible Residential Location, the Settlement Administrator will first determine, for each Claim Form, whether it meets the requirements to be considered a Compensable Claim, and then apply the following process to determine which claim or claims to treat as Compensable Claims:

5.3.2. If one and only one Claim Form meets the requirements of Sections 5.1.3 or 5.1.4, then that claim will be treated as a Compensable Claim.

5.3.3. If a Customer and one or more other Household members submit Claim Forms that meet the requirements of Sections 5.1.3 or 5.1.4, then the Settlement Administrator will designate the Customer's claim as the Compensable Claim and provide written notice to the other Household member(s) who submitted one or more Claim Forms that their claims have been denied pursuant to this provision.

5.3.4. If no Customer submits a Claim Form that meets the requirements of Sections 5.1.3 or 5.1.4, and more than one non-Customer Household member submit Claim Forms that meet the requirements of Sections 5.1.3 or 5.1.4, then the Settlement Administrator will first determine which of the claims would be awarded the highest value. The Settlement Administrator will divide the amount of that highest value claim equally between the non-Customer Household members who submitted Claim Forms that meet the requirements of Sections 5.1.3 or 5.1.4 for the Eligible Residential Location.

5.4. Consolidation of Claims. There can be only one Residential Household Claim payment for each Eligible Residential Location. There can be only one Business Claim payment

for each Eligible Business Location, unless the Administrator determines for a multi-unit facility that more than one business operated there between June 23, 2015, and July 1, 2015, in which case each Business may be eligible for a payment. There may be a Business Claim payment or a Residential Claim payment, but not both, for an Eligible Residential Location if a Business was operated in the Eligible Residential Location. However, if an Eligible Location is a multi-use building that contains both Business and Residential units, there may be a payment for each independent Business and Residence. Subject to the preceding statements, if more than one Claim Form is submitted for any Eligible Location, the Settlement Administrator shall consolidate those claims and determine which claim is eligible for payment in accordance with the Settlement Agreement.

5.5. Claims of Minors/Claimants Who Lack Capacity. Appointment of Guardian ad Litem. The Parties agree to jointly move the Court to appoint a Guardian ad Litem to represent the Settlement Class Members who are minors or who lack capacity. The Guardian ad Litem will, at the direction of the Court, make an independent investigation on behalf of Settlement Class Members who are minors or who lack capacity into the terms and provisions of this Agreement. Based on his/her independent investigation, the Guardian ad Litem will make a recommendation to the Court in advance of the Fairness Hearing as to the overall fairness of this Agreement and the Simple Claim Form Option payments with respect to the Settlement Class Members who are minors or who lack capacity. Following entry of a Final Approval Order, the Guardian ad Litem shall evaluate any determinations by the Settlement Administrator regarding any claims submitted under the With Evidence Option by Settlement Class Members who are minors or who lack capacity, and shall make a recommendation as directed by the Court regarding the fairness of such determinations to Settlement Class Members who are minors or who lack capacity. Approved costs

incurred by the Guardian ad Litem shall be considered and paid as Administrative Expenses consistent with the terms of this Settlement Agreement. Settlement Class Counsel and counsel for Defendant may negotiate a flat fee for this service.

5.6. Handling Deceased, Dissolved, or Bankrupt Class Members. Nothing in the Settlement Agreement shall prevent the Settlement Administrator, upon receiving appropriate proof, from providing Settlement Class benefits, to, or for the benefit of, an otherwise eligible Settlement Class Member, or that Settlement Class Member's estate or legal representative, notwithstanding that Settlement Class Member's death, dissolution, or bankruptcy (whether discharged or ongoing), in accordance with applicable law.

5.7. Settlement Administrator. The Parties have agreed that Smith, Cochran & Hicks, PLLC shall serve as the Settlement Administrator, subject to Court approval. In general, the Settlement Administrator shall be responsible for:

- a. Collecting and identifying Opt Out forms and tabulation of Opt Outs;
- b. Providing to West Virginia American and Settlement Class Counsel the identity, category, and number of Opt Outs;
- c. Developing and preparing the Claim Forms, both hard copy and on-line;
- d. Verifying the identity and class membership of Claimants;
- e. Instituting procedures to identify duplicate claims, maintain appropriate quality control over the management, evaluation, and payment of Claims, and detect waste, fraud, and abuse, including:
 - Simple Claim Forms must be valid and complete on the initial submission and will include a sworn statement attesting to the veracity and accuracy of the information provided;

- Each Claim Form will be accessible by using a UCMI issued by the Settlement Administrator;³
 - The Settlement Administrator must validate claims using the Claimant's account information and residential database information;
 - Residential claims submitted by any Household member other than the Customer must contain at least one valid form of verifiable proof of residence, as described in Section 5.3.4 above;
 - The Settlement Administrator may request additional information to validate claims, including suspicious or potentially fraudulent claims; and
 - Settlement Class Counsel or West Virginia American or its insurers has the right to inspect and audit claims for compliance with settlement terms.
- f. Evaluating all Claim Forms in accordance with the Settlement Agreement;
 - g. Providing appropriate responsive correspondence to Claimants regarding the status and determination of their claim;
 - h. Arranging for the payment of Administrative Expenses;
 - i. Providing reports to Settlement Class Counsel, West Virginia American, and the Court;
 - k. Establishing, managing, and closing necessary bank/trust accounts;
 - l. Tracking the status of all Claim Forms;
 - m. Terminating the Settlement process when all timely Claim Forms are paid or denied.
 - n. Performing any tax reporting or other duties required by federal, state, or local law, including but not limited to with respect to payment of Compensable Claims, collecting necessary IRS W-9 forms, and issuing an IRS Form 1099 to Class Members who submit Compensable Claims if required.

³ The UCMI will be assigned and issued to Customers, and only to Customers, prior to the mailing of the notice, and will be clearly displayed on the notice mailed to Customers. The Settlement Administrator will prepopulate Simple Claim Forms for Customers to access on the website using the UCMI issued by the Settlement Administrator and displayed on the mailed notice. When a Customer requests, via the website or toll-free number, to be mailed a paper copy of the Simple Claim Form, the Settlement Administrator will print and mail the prepopulated Simple Claim Form from the website for that Customer associated with the Customer's UCMI.

The Parties will provide the Settlement Administrator with information necessary for performance of specific tasks and responsibilities. As necessary, the Settlement Administrator may retain additional third-party vendors to assist with performance of these activities, including assistance with creation of a website and with review of claims for potential fraud or abuse. Costs incurred by the Settlement Administrator shall be considered Administrative Expenses and shall be paid as specified by this Settlement Agreement and the Court.

5.7.1. Assistance of Settlement Class Counsel. Settlement Class Counsel shall assist the Settlement Administrator by providing information about the identity of Settlement Class Members or as otherwise requested.

5.7.2. Confidentiality of Claim Submissions/Limitations on Use. Information provided through the Settlement Claims Program to the Settlement Administrator, Guardian ad Litem, Settlement Class Counsel, or West Virginia American, their counsel or their insurers shall be governed by the terms and requirements of the protective orders entered in this Action and subject to any limitations on use imposed thereby (except that such information also may be used in any proceedings involving West Virginia American and its insurers). The Settlement Administrator, Guardian ad Litem, and any independent contractors assisting them or otherwise providing administrative services for the Settlement shall be required to agree in writing to be bound by the protective order. Information subject to protection under the order shall not be disclosed to anyone other than the Settlement Administrator, Guardian ad Litem, and those independent contractors assisting them or otherwise providing administrative services, the specific Claimant, and their counsel, Settlement Class Counsel, and West Virginia American and their insurers, and any other persons identified in the protective orders, except to comply with a court order. The Settlement Administrator and the Guardian ad Litem shall be required to maintain the

security and confidentiality of such protected information. The Settlement Administrator shall provide the Court and the Parties a final report accounting for all claim payments and Administrative Expenses, but in no event shall such report include any personally identifiable information.

5.7.3. Eligibility Review. The Settlement Administrator will review Claim Forms and determine whether the Claimant meets the eligibility requirements for the specific type of claim category. If the Settlement Administrator determines that the Claimant who submits a With Evidence Claim Form does not meet the eligibility requirements for the With Evidence Option, but does meet the eligibility requirements under the Simple Claim Option, then the Settlement Administrator will process the claim as a Simple Claim Form Claim. For avoidance of doubt, the Settlement Administrator may request and/or require Settlement Class Members to provide additional information to help it: (i) facilitate the determination of eligibility and the identification of Compensable Claims; (ii) determine whether claims are invalid and/or fraudulent; and/or (iii) provide the Claimant with one opportunity to cure a deficiency or infirmity in the Claim Form. Any deficiency or infirmity in the Claim Form must be cured within twenty (20) calendar days of the Settlement Class Member receiving notice of such deficiency or infirmity in the Claim Form. For the avoidance of doubt, a “cure” period is not required for claims that the Settlement Administrator reasonably believes are fraudulent.

5.7.4. Compensation Evaluation. If the Settlement Administrator determines that the Claimant meets the eligibility requirements for the Simple Claim Option under Section 5.7.3 but not for the With Evidence Option, or that a With Evidence Claim Form Claim should be converted to a Simple Claim Form Claim under Section 5.7.3 of the Settlement Agreement, then the Settlement Administrator shall set that Claimant for payment of the Simple Claim amount. If

the Settlement Administrator determines that the Claimant meets the eligibility requirements for the With Evidence Option, then the Settlement Administrator shall evaluate and determine the allowable compensation for the Claimant and provide appropriate notice to the Parties.

5.8. Timing of Determinations and Payments to Claimants.

5.8.1. Following the Claims Submission Deadline, the Settlement Administrator shall work diligently to process all Claim Forms, obtain additional information as necessary, and determine eligibility and the amount of compensation for Compensable Claims. The determination of the validity of all claims shall occur as soon as reasonably practicable after the Claims Submission Deadline, except where a corrected claim is timely submitted in which case the determination of the validity of the corrected claim shall occur within 30 days of its submission.

5.8.2. The Settlement Administrator shall approve or deny all claims, and its decision shall be final, binding, and non-appealable. No person shall have any claim against Plaintiffs, West Virginia American, Settlement Class Counsel, Defense Counsel, or the Settlement Administrator based on any determination of a Valid Claim, or distributions or awards made in accordance with this Settlement Agreement and the exhibits hereto. Neither Plaintiffs, nor West Virginia American, nor their respective counsel or agents, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

5.8.3. Consistent with the time frames set forth in Section 5.8.1 above, the Settlement Administrator shall determine the aggregate payment amount of all Compensable Simple Claims and the aggregate payment amount of all Compensable With Evidence Claims and provide this information to the Parties. West Virginia American shall deposit or cause to be deposited the amounts necessary to pay the identified Compensable Claims into the Settlement Account within 30 days after the later of (i) the date that the Settlement Administrator has provided

a final pay deck with a list of Compensable Claims to West Virginia American; and (ii) the Effective Date.

5.9. Establishment of Settlement Account. The Settlement Administrator shall establish a Settlement Account to be maintained as a Qualified Settlement Fund within the meaning of and as defined in Section 468B of the U.S. Internal Revenue Code and in the IRS regulations promulgated thereunder. The Settlement Administrator shall maintain the Settlement Account in an appropriate, secure interest-bearing account in a bank that is organized and doing business under the laws of the United States and the State of West Virginia, that is authorized to exercise corporate trust powers and that has a long-term debt rating of A. The Settlement Administrator shall cause the funds paid or caused to be paid by WV American for Compensable Claims to be deposited in the Settlement Account. All Bank charges and account expenses of the Settlement Account are chargeable to and payable out of that Settlement Account; West Virginia American shall have no liability for the payment of any Settlement Account expenses or for the payment of any taxes on the interest income accrued. The Settlement Administrator shall prepare any tax returns as required for the Settlement Account.

5.9.1. Uses of the Settlement Account. The Settlement Account shall be used: (a) to make payment of Compensable Claims under the Simple Claim Form Option; (b) to make payments of Compensable Claims under the With Evidence Claim Option; and (c) to pay applicable Administrative Expenses.

5.9.2. Compensable Claims shall be paid by check or debit card by the Settlement Administrator to the Settlement Class Member and mailed to the address provided on the Claim Form, as updated in the National Change of Address Database, within 60 days after the Effective Date.

5.9.3. All settlement checks shall be subject to a one hundred fifty (150)-day void period, after which the checks shall no longer be negotiable. If a settlement check is not negotiated within this period, the Settlement Class Member shall not be entitled to any further payment under this Settlement Agreement. Any funds associated with voided settlement checks will be applied for payment of final administrative expenses.

5.10. Taxes. Plaintiffs and each Settlement Class Member on their own behalf further understand and agree that each Settlement Class Member is responsible for any tax consequences to each such Class Member arising from, related to, or in any way connected with the relief afforded to each corresponding Settlement Class Member under the Settlement Agreement, and that the Parties and the Settlement Administrator are not providing, and have no obligation to provide, any advice as to the tax consequences of any payments made under this Settlement Agreement.

5.11. Other than provided in Section 5.11.2 or Section 7, West Virginia American shall bear all Administrative Expenses incurred by the Settlement Administrator pursuant to the Settlement Agreement, as well as the cost of paying Compensable Claims.

5.11.1. In the event there is no Final Approval Order, this Settlement Agreement shall be null and void ab initio and any amounts paid or caused to be paid by West Virginia American towards Administrative Expenses, together with all accrued interest and earnings thereon, shall revert to West Virginia American, less the service and transaction charges specified in the escrow agreement, any taxes paid (or due to be paid) pursuant to the escrow agreement, and any sums previously approved and expended. If this Settlement Agreement becomes null and void, neither the Class, nor Settlement Class Counsel, nor any subrogee or

assignee of any of them, shall have any right whatsoever to any of the monies in the Settlement Account, subject solely to the exceptions specified in this sub-section.

5.11.2. Notwithstanding any other provision of the Settlement Agreement, in no circumstances will West Virginia American pay more than \$18 million (including any payments for Administrative Expenses, Attorney's Fees and Litigation Expenses, Class Representative Incentive Awards, and payment of Compensable Claims under the Simple Claim Form Option and the With Evidence Option), regardless of the number or value of claims or the number of Claimants who the Settlement Administrator determines should be awarded Simple Claim Form payments or With Evidence Claim Form payments.

6. PRELIMINARY APPROVAL BY THE COURT AND SETTLEMENT CLASS CERTIFICATION

6.1. Filing. Promptly after this Settlement Agreement is signed, the Parties shall file the Settlement Agreement with the Court, together with a Motion for Preliminary Approval of the Settlement Agreement, Certification of a Settlement Class, and Approval of Class Notice, pursuant to West Virginia Rules of Civil Procedure 23(a), 23(b)(3), and 23(c)(2).

6.2. Certification for Settlement Purposes Only. It is expressly agreed that any certification of the Settlement Class shall be for the purposes of this Settlement only, and West Virginia American does not waive any arguments that it may have that class certification for any other purpose would be improper.

6.3. Cooperation/Facilitating Preliminary Approval. The Parties agree to take all actions and steps reasonably necessary to obtain promptly a Preliminary Approval Order from the Court.

6.4. Stay Orders. In their request for preliminary approval of the Settlement, the Parties shall also request that in its Order Granting Preliminary Approval and Certification of a Settlement

Class, the Court shall enjoin and stay, during the pendency of the settlement proceedings contemplated by this Settlement Agreement, the commencement and/or prosecution of any and all actions and proceedings (including discovery) in this Court for any Released Claims brought by any Class Members against any of the Released Entities, including any and all such Released Claims brought on behalf of or through any Class Members.

7. TERMINATION OF THE SETTLEMENT

7.1. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing by the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:

7.1.1. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;

7.1.2. The Court refuses to grant the Motion for Preliminary Approval of the Settlement and Certification of a Settlement Class;

7.1.3. The Court refuses to grant final approval of this Settlement Agreement in any material respect; or

7.1.4. The Court's order granting preliminary or final approval is substantially modified or reversed.

7.2. If the Settlement Agreement is terminated pursuant to this Section 7, there shall be no certification of a Settlement Class, and the status of the Litigation shall be as it was prior to the execution of the Settlement Agreement without prejudice to any of the positions of the Parties.

8. NOTICE

8.1. Form and Publication of Notice.

8.1.1. Concurrently with the filing of the Motion for Preliminary Approval, the Parties shall also submit for the Court's approval a form of Short Form Notice substantially in the form of Exhibit 3, a Long Form Notice substantially in the form of Exhibit 4, and a Class Notice Program substantially in the form as described in Exhibit 7. All communications explaining the terms and conditions of the Settlement Agreement shall be in plain language that is readily understandable, and the persons and Businesses in the class shall be told of their rights to Opt Out of the Settlement Class or to be heard regarding the terms of the Settlement Agreement at a Final Fairness Hearing.

8.1.2. No later than 21 days after the Court issues a Preliminary Approval Order, the Settlement Administrator shall begin to implement the Class Notice Program, including distribution of Notice by mail, notice by publication, and implementation of a settlement website consistent with the Class Notice Program

8.1.3. The Parties agree that the form and publication of the Notice as detailed in this Section and the Class Notice Program (described in Exhibit 7) constitute the best notice practicable under the circumstances, and include individual notice to all members who can be identified through reasonable effort.

8.2. Opt Out Procedures.

8.2.1. The Notice shall provide instructions to Residents or Businesses who wish to Opt Out of the Settlement Class regarding the procedures that must be followed to timely Opt Out. The Parties agree that in order to complete a valid Opt Out from the Settlement Class, a class member must personally sign and submit a written request to Opt Out, stating affirmatively

that the class member intends to Opt Out and to be excluded from the Settlement, on or before the Opt Out Deadline.

8.2.1.1. The written request also will contain the class member's printed name, address, telephone number, email address (if any), the Residence or Business address of the Opt Out between June 23, 2015 and July 1, 2015, for Businesses an identification of the position and authority for the person submitting the Opt Out request, and for all Opt Outs a statement regarding whether the class member intends to bring a separate claim against West Virginia American. So-called "mass" or "class" opt outs shall not be allowed.

8.2.1.2. All written requests must be directed to the Settlement Administrator at the following address:

2015 Dunbar Main Break Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

8.2.1.3. The Settlement Administrator shall provide copies of all Opt Out requests to Settlement Class Counsel and counsel for West Virginia American within three (3) days of the receipt of such a request.

8.2.2. All Settlement Class Members who do not timely and properly Opt Out of the Settlement Class will in all respects be bound by all terms of this Settlement Agreement, Release, and the Final Approval Order upon the Effective Date, regardless of whether such Settlement Class Members have filed a claim.

8.2.3. West Virginia American shall have the unilateral right to terminate the Settlement Agreement in the event that more than 1,200 individuals or Businesses exclude themselves from the Settlement Class, by providing notice of termination with three (3) calendar

days of delivery by the Settlement Administrator of the list of individuals or businesses that made timely requests for exclusion.

8.2.4. No Opt Out may object to or intervene in the Settlement or make a Residential or Business Claim. If a Settlement Class Member submits both a Claim Form and an Opt Out request, the Claim Form shall take precedence and be considered valid and binding, and the Opt Out request shall be deemed to have been sent by mistake and rejected.

8.2.5. No Opt Out Solicitation or Inducement. Plaintiffs and Settlement Class Counsel agree that they shall not engage in activities for the purpose of inducing or encouraging any person included in the Settlement Class to seek exclusion from or Opt Out of the Settlement Class, provided that this provision shall not restrict Settlement Class Counsel from providing appropriate legal advice in response to inquiries from inquiring class members.

8.3. Objection to Settlement.

8.3.1. The Notice shall provide instructions for filing objections to the Settlement Agreement. Any Settlement Class Member who does not Opt Out may present written objections, if any, explaining why he or she believes the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Settlement Agreement, including without limitation any objection to Settlement Class Counsel's request for Attorney's Fees and Litigation Expenses or Class Representative Incentive Awards, must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That

written statement also will contain the Settlement Class Member's printed name, address, telephone number, the objector's signature, a statement that the Settlement Class Member has reviewed the Settlement Class definition and has not Opted Out of the Settlement Class, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection, including information sufficient to demonstrate that the objector is otherwise a Settlement Class Member.

8.3.2. A Settlement Class Member may object on his or her own behalf or through an attorney authorized to practice before the Court and hired at that Settlement Class Member's own expense. The objection must state with specificity the grounds for the objection. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed, or file (in camera) a copy of the contract between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in this Section.

8.3.3. A Settlement Class Member (or counsel individually representing them, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, a written notice of their intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct.

8.3.4. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of this Section will waive and forfeit any and all rights they

may have to object to the Settlement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object waives a Settlement Class Member's right to appeal.

8.4. Duties of Settlement Administrator Regarding Class Notice.

8.4.1. The Settlement Administrator shall take all reasonable and necessary steps to implement the Class Notice Program as set forth in Exhibit 7 and approved by the Court. These tasks shall include but not be limited to updating the address list used for distributing notice following the Court's prior class certification order, mailing out Notice forms, arranging for publication in newspapers and other media, and developing and updating information for the Settlement website.

8.4.2. To avoid confusion, contradictory, and inconsistent information about the Settlement, information about the Settlement will be provided solely by the Notice Program. The Parties will not make statements to the media, third-party claims promotion sites, or any other persons not presently involved in the Litigation, the Settlement, or this Settlement Agreement. The Parties will not issue press releases or any other public statements about the Settlement until after the Claims Submission Deadline, except that the parties will work to develop a mutually agreed-upon joint press release to be issued by the parties during the notice plan period. This provision does not limit either party from making disclosures to any competent executive, legislative, judicial, regulatory or administrative authority with regulatory or other authority over the disclosing party. In the event either party believes that public response is required because of incorrect information reported in the media, or by others, this provision does not limit either party from making comments to the media if such comments are agreed in writing by the parties and necessary to address potential confusion among claimants. Notwithstanding the foregoing, nothing herein shall prevent Settlement Class Counsel from responding to those who proactively reach out

to Settlement Class Counsel regarding the Settlement or Litigation by referring such individuals to the Settlement website.

8.4.3. Not later than 14 days after the Opt Out Deadline, the Settlement Administrator shall file with the Court a list of those persons and Businesses who have Opted Out or otherwise have sought to exclude themselves from the Settlement (“Notification of Opt Outs”). Not later than ten (10) days before the date of the Final Fairness Hearing, the Notice Administrator shall file with the Court the details outlining the scope, method and results of the Class Notice Program including the opinion of the Settlement Administrator regarding the effectiveness of the Notice Program.

8.5. Costs of Class Notice Program. All reasonable and necessary costs of the Class Notice Program, including the related fees and costs of the Settlement Administrator, shall be treated as Administrative Expenses and paid consistent with the applicable provisions of this Settlement Agreement.

9. RELEASE AND ASSIGNMENT

9.1. The Parties agree to the following release and waiver (the “Release”), which shall take effect upon the date when the order approving this Settlement Agreement becomes the Final Approval Order. The terms of the Release are a material term of the Settlement Agreement and will be reflected in the Final Approval Order.

9.2. Released Entities. West Virginia-American Water Company, and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliates, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers (including, but not limited to, Travelers Property Casualty Company of America and National Liability & Fire Insurance Company), reinsurers, and each of their administrators, heirs and assigns, and any other person,

firm, corporation or entity not heretofore named as a defendant in the Litigation for whom West Virginia American may be liable or responsible with respect to the 2015 Dunbar Main Break or the subject matter of the Litigation.

9.3. Class Release. In consideration for the Settlement, Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, reinsurers, attorneys, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that they may have, purport to have, or may have hereafter against any Released Entity, as defined above, arising out of or in any way related to the 2015 Dunbar Main Break. This Release applies without limitation to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from or in any way related to the 2015 Dunbar Main Break, including without limitation (a) any claims that were or could have been asserted in the Litigation; and (b) any claims for fines, penalties, criminal assessments, economic damages, punitive damages, exemplary damages, liens, injunctive relief, attorney’s fees, expert, consultant, or other litigation fees or costs other than fees and costs awarded by the Court in connection with this Settlement, or any other liabilities, that were or could have been asserted in any civil, criminal, administrative, or other proceeding, including arbitration (the “Released Claims”). This Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under

which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, that arise from or in any way relate to or arise out of the 2015 Dunbar Main Break.

9.4. Total Satisfaction of Released Claims. Any benefits pursuant to the Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against West Virginia American and are sufficient and adequate consideration for each and every term of this Release, which shall be irrevocably binding upon Settlement Class Representatives and Settlement Class Members.

9.5. Release Not Conditioned on Claim or Payment. The Release shall be effective with respect to all Releasing Entities, including all Settlement Class Members, regardless of whether those Settlement Class Members ultimately file a Claim Form or receive any payment under this Settlement.

10. NO ADMISSION OF LIABILITY/INADMISSIBILITY

10.1. West Virginia American denies all of the claims as to liability, damages, injunctive relief, fees and all other forms of relief as well as the class action allegations asserted in the Litigation.

10.2. Neither this Settlement Agreement, whether approved or not approved, nor any exhibit, document, or instrument that is developed as part of this Settlement Agreement or in order to implement this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of an admission or concession by (a)

West Virginia American or (b) any Released Entity of any liability, fault or wrongdoing, or of the truth of any allegations in the Litigation, or of the appropriateness of class certification or the valuation or validity of any claims in any context or proceeding other than this Settlement.

10.3. Pursuant to this Settlement Agreement, the Rules of Evidence of the State of West Virginia, and any other applicable law, rule or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, and the Settlement Agreement itself (including all exhibits and documents referenced in the Settlement Agreement) and any and all documents used to implement the Settlement Agreement (including Claim Forms, Notice Program) whether or not finally approved shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability, fault or wrongdoing by or an estoppel against any of the Parties, a waiver of any applicable statute of limitation or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto.

10.4. Plaintiffs and Settlement Class Counsel agree not to represent, publicly or otherwise, that this Settlement Agreement (or any individual aspect or provision of it) in any way embodies, reflects, implies or can be used to infer any culpable or harmful act by West Virginia American or any of its current, past, or future directors, officers, employees, attorneys, insurers, accountants, direct or indirect shareholders, partners, members and/or agents.

11. REPRESENTATION AND WARRANTIES

11.1. Settlement Class Counsel represent that: (a) they are authorized by the Settlement Class Representatives to enter into this Settlement Agreement with respect to the claims asserted

in this Action and any other claims covered by the Release; and (b) they are seeking to protect the interests of the Settlement Class.

11.2. Settlement Class Counsel further represent that the Settlement Class Representatives: (a) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (b) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (c) have read the pleadings in this Action, including the First Amended Consolidated Class Action Complaint, or have had the contents of such pleadings described to them; (d) have consulted with Settlement Class Counsel about the obligations imposed on representatives of the Settlement Class; (e) understand that they are entitled only to the rights and remedies of Settlement Class Members under this Settlement Agreement and not to any additional compensation by virtue of their status as Settlement Class Representatives except as otherwise ordered by the Court; and (f) shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Settlement Class Representatives cannot represent the Settlement Class.

11.3. West Virginia American represents and warrants that the individual(s) executing this Settlement Agreement are authorized to enter into this Settlement Agreement on behalf of West Virginia American.

11.4. Necessary Steps. Settlement Class Counsel, on behalf of the Settlement Class, and West Virginia American and their counsel represent that they will undertake the necessary steps to support and effectuate the terms of this Settlement Agreement in the event it is approved by the Court.

12. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

12.1. By a date set by the Court, the Parties shall file a Motion for Final Approval.

12.2. The Parties shall jointly seek a final approval order that:

12.2.1. approves the Settlement as fair, reasonable and adequate;

12.2.2. confirms certification of the Settlement Class for settlement purposes only;

12.2.3. approves a process of distributing an aggregate payment for all members of a Household or all owners of an Eligible Business Location to a single representative of a Household or a Business Location;

12.2.4. finds that the Notice Program satisfies all requirements of due process and applicable law;

12.2.5. permanently bars and enjoins Settlement Class Members from commencing, asserting or continuing any Released Claims against any Released Entity;

12.2.6. dismisses this Action with prejudice;

12.2.7. orders Settlement Class Members to dismiss with prejudice any Released Claims pending in any other court;

12.2.8. adopts and/or confirms confidentiality orders to protect information submitted by Claimants;

12.2.9. provides for the continuing jurisdiction of the Court; and,

12.2.10. incorporates the terms of this Settlement Agreement into the judgment.

12.3. Final Order – Form. If the Court approves this Settlement Agreement following the Final Fairness Hearing scheduled by the Court pursuant to the Preliminary Approval Order, counsel for the Parties shall request that the Court enter a final approval order, including the Court's express determination under WV R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment with respect to all claims by Settlement Class Members be deemed as

final judgments and permanently enjoining the commencement or continuation of any litigation by any Settlement Class Member.

12.4. Plaintiffs agree to seek Court dismissal with prejudice of all Released Claims by the Settlement Class and each of its Members against all Released Entities in the Litigation when the Final Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein. Upon the Effective Date, each Class Member who has not Opted Out shall be barred from initiating, asserting, maintaining, or prosecuting any of the Released Claims against any of the Released Entities.

12.5. The Parties agree that upon the Effective Date, this Settlement Agreement will fully and completely settle the Released Claims as against the Released Entities by Settlement Class Members. The Parties agree that upon the Effective Date, the Released Entities will be finally released from any and all Released Claims by all Settlement Class Members. Further, the Parties agree that each and every Settlement Class Member, and all other persons and entities claiming by, through, or on behalf of, a Settlement Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Entities with respect to the Released Claims.

12.6. Exclusive Remedy.

This Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members against West Virginia American and the other Released Entities. No Released Entity shall be subject to liability or expense of any kind to any Settlement Class Member for any Released Claims beyond that which is provided for in this Settlement Agreement. After the Court enters the Final Order and Judgment approving this Settlement Agreement, each Settlement Class Member shall be permanently barred and enjoined from commencing, filing,

initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a Settlement Class Member, for any Released Claims against any Released Entities in any court of law or equity, arbitration, administrative or other forum. After the Final Order and Judgment is entered by the Court, if any Settlement Class Member has commenced, filed, initiated, instituted, or consented to, or is prosecuting or maintaining any action or other proceeding for any Released Claims against any Released Entities in another court of law or equity, arbitration tribunal or administrative or other forum, that action or other proceeding of such Released Claims against any Released Entities shall be dismissed with prejudice and at such Settlement Class Member's cost. In the event that a Settlement Class Member institutes any action in any court, arbitration tribunal or administrative or other forum against one or more Released Entities subsequent to the Final Order and Judgment for a Released Claim, such action shall be dismissed with prejudice.

13. ATTORNEY'S FEES AND LITIGATION EXPENSES, AND CLASS REPRESENTATIVE INCENTIVE AWARDS

13.1. Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards.

The Parties understand that Settlement Class Counsel will submit to the Court an application for Attorney's Fees and Litigation Expenses, as well as Class Representative Incentive Awards for Settlement Class Representatives in this Action, all subject to Court approval. The amount of Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards shall be determined by the Court upon review of the application, and West Virginia American reserves the right to object to Settlement Class Counsel's application. Once the issue is submitted, the parties agree to accept the award of Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards, as approved by the Circuit Court and not to appeal the awards. The Parties agree

that the Attorney's Fee award should be based on a percentage of the total amount made available by the settlement as set forth in Sections 5.1.1 and 5.11.2 above.

13.2. Anticipated Requests for Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards.

Settlement Class Counsel anticipates requesting Attorney's Fees equal to 40% of the total amount made available by the settlement plus an additional amount of Litigation Expenses up to \$550,000. West Virginia American anticipates that it will object to Settlement Class Counsel's request. The Long Form Notice and Short Form Notice will both include a statement that Settlement Class Counsel will request Attorney's Fees of 40% of the total amount made available by the settlement plus an additional amount of Litigation Expenses up to \$550,000, and West Virginia American has reserved the right to object to those amounts.

Settlement Class Counsel anticipates requesting incentive awards of \$35,000 to each of the two Settlement Class Representatives. West Virginia American anticipates that it will object to Plaintiffs' request. The Long Form Notice and Short Form Notice will both include a statement that Settlement Class Counsel will request Incentive Awards for Class Representatives of \$35,000, and West Virginia American has reserved the right to object to that amount.

13.3. Payment of Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards.

Unless otherwise directed by the Court, within 30 days of the Effective Date, West Virginia American shall pay the Court-approved Attorney's Fees and Litigation Expenses, and Class Representative Incentive Awards.

No other attorney's fees, incentive awards or litigation expenses shall be paid through the Settlement or by West Virginia American in connection with this Settlement Agreement or the

Settlement. The Parties did not address the issue of attorney's fees until after reaching agreement on the material terms of the Settlement.

Court approval of (i) Settlement Class Counsel's application for Attorney's Fees and Litigation Expenses; and (ii) Class Representative Incentive Awards will not be a condition of the Settlement. If the Court denies, in whole or part, Settlement Class Counsel's application for Attorney's Fees and Litigation Expenses and/or Class Representative Incentive Awards, or if any award of Attorney's Fees or Class Representative Incentive Award ordered by the Court is the subject of an objector's appeal, the remainder of the terms of this Settlement Agreement shall remain in effect.

14. GENERAL MATTERS

14.1. Binding Effect. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of West Virginia American, the Settlement Class Representatives, and Settlement Class Members.

14.2. Implementation Efforts. The Parties and their respective counsel will cooperate with each other, act in good faith, and use reasonable efforts to effectuate the implementation of the Settlement Agreement and advance the Settlement Claims Program. The Parties further agree to make reasonable efforts to ensure the timely and expeditious implementation of the Settlement Agreement and to minimize the costs and expenses incurred therein.

14.3. Entire Agreement. The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive statement of the agreement between the parties hereto relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of these terms as between the parties hereto and that no extrinsic evidence

whatsoever may be introduced in any judicial proceeding, if any, involving this Settlement Agreement.

14.4. Amendment. This Settlement Agreement may not be modified or amended except in writing signed by counsel for all of the Parties and after approval by the Court.

14.5. Notices.

14.5.1. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

If to West Virginia American, then to:

General Counsel
West Virginia-American Water Company
1600 Pennsylvania Avenue
Charleston, WV 25302

Thomas J. Hurney, Jr.
Jackson Kelly PLLC
500 Lee Street East, Suite 1600
Charleston, WV 25301

Kent Mayo
Baker Botts LLP
700 K St., NW
Washington, DC 20001

If to the Class, then to:

Dante' di Trapano
Calwell Luce di Trapano PLLC
500 Randolph Street
Charleston, WV 25302

14.5.2. If a Claimant indicates to the Settlement Administrator that the Claimant is represented by counsel, all notices to the Claimant shall be sent to both the Claimant and counsel for the Claimant.

14.6. Construction. The Settlement Agreement is the result of a mutual negotiation among the Parties and their counsel and shall not be construed in favor of or against any Party by reason of authorship.

14.7. Offer of Compromise. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of West Virginia Rule of Evidence 408 and any equivalent rule of evidence in any other state or territory.

14.8. Severability. The provisions of this Settlement Agreement are not severable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if West Virginia American, and Settlement Class Counsel, on behalf of Settlement Class Representatives and Settlement Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

14.9. Governing Law. This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by and interpreted according to the West Virginia Rules of Civil Procedure and applicable jurisprudence related thereto, and the laws of the State of West Virginia, without regard to conflict of law rules.

14.10. Retention of Jurisdiction. This Court shall have exclusive jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement and any dispute arising out of or related to this Settlement Agreement. Participation in this Settlement or any

dispute arising therefrom does not constitute a waiver of any arguments that the Court lacks jurisdiction over any Party for any purposes other than implementing or enforcing the Settlement Agreement.

14.11. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

14.12. Notice of Breach. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

14.13. Discovery Materials. All discovery materials and information (including but not limited to documents, responses to interrogatories, document requests, subpoenas or other oral or written requests); transcripts (including but not limited to deposition transcripts and exhibits) of any kind and in any medium; and all data furnished or stored by electronic means produced or provided by any of the Parties or non-parties either before, on or after the date of this Settlement Agreement, whether produced or provided informally or pursuant to discovery requests, shall be governed by all Confidentiality/Protective Orders in force as of the date of this Settlement Agreement.

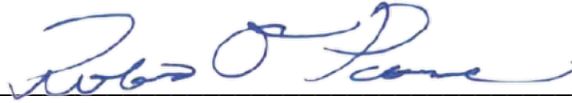
14.14. Counterparts. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

14.15. Deadlines. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by duly authorized representatives on the dates indicated below.

Dated this 2nd day of May, 2025.

WEST VIRGINIA-AMERICAN WATER
COMPANY

A handwritten signature in blue ink, appearing to read "Robert O. Passmore", is written over a horizontal line.

Name: Robert O. Passmore

Title: Vice President - Legal and Secretary

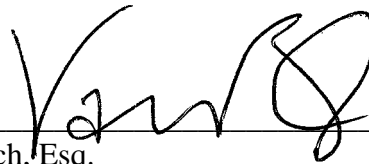
Dated this 2nd day of May, 2025.



L. Dante' di Trapano, Esq.
Alex McLaughlin, Esq.
Calwell Luce di Trapano PLLC
Law and Arts Center West
500 Randolph Street
Charleston, West Virginia 25302
Phone: 304-343-4323
Facsimile: 304-344-3684
scalwell@calwelllaw.com
amclaughlin@calwelllaw.com



W. Jesse Forbes
Forbes Law Offices, PLLC
1118 Kanawha Blvd., East
Charleston, WV 25301
wjforbes@forbeslawwv.com



Van Bunch, Esq.
Bonnett Fairbourn Friedman & Balint P.C
7301 N. 16th Street, Suite 102
Phoenix, AZ 85020-5266
www.bffb.com
vbunch@bffb.com

SETTLEMENT CLASS COUNSEL

Exhibit 1

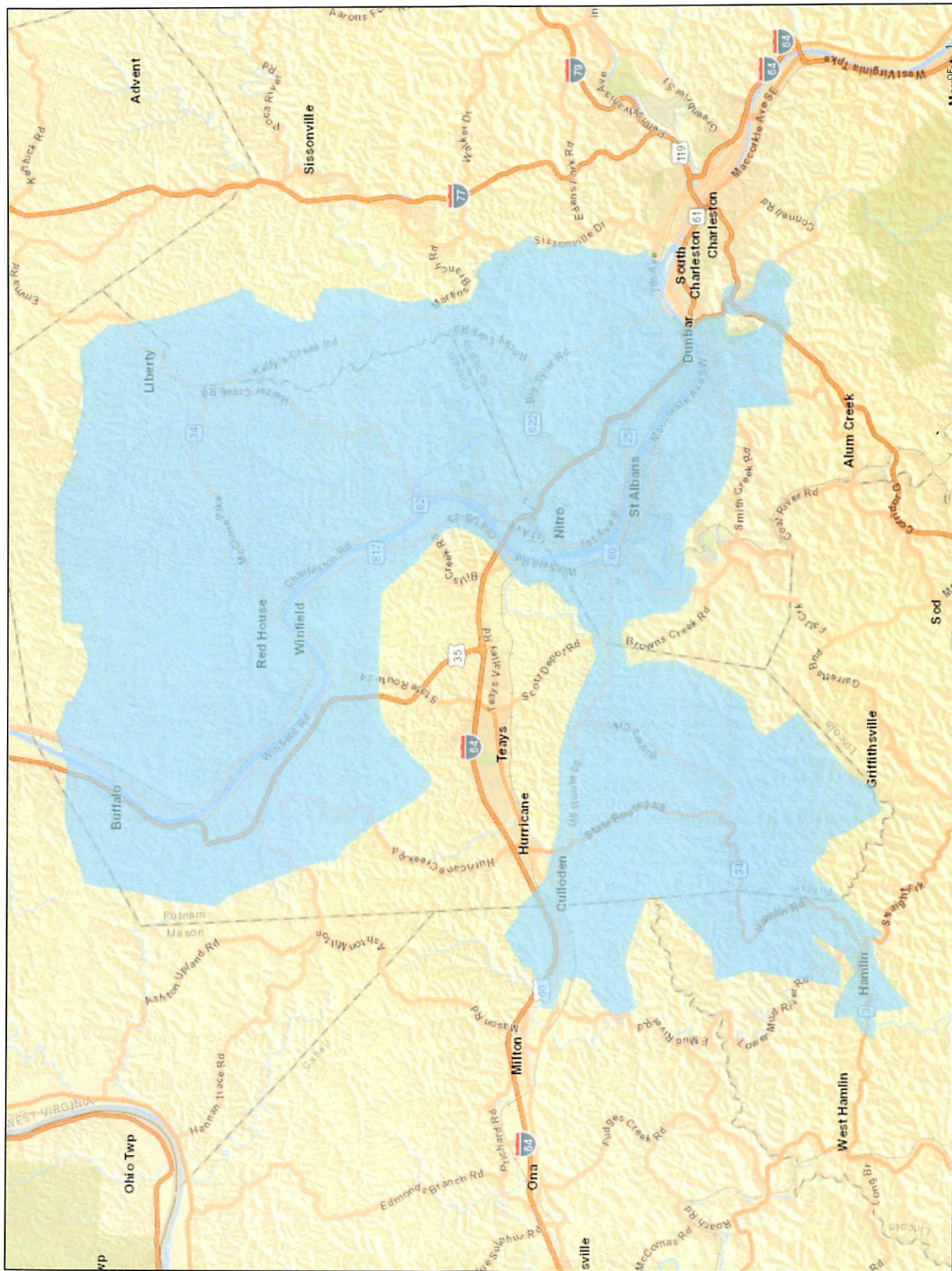


Exhibit 2

SIMPLE CLAIM FORM FOR RESIDENTIAL HOUSEHOLDS

2015 Dunbar Main Break Class Action Settlement

You or someone else in your Household should complete this form if:

1. The Household ("address") you lived in at any time between June 23, 2015, and July 1, 2015, was provided tap water service from West Virginia-American Water Company ("WVAW") and is located in the area covered by the class action settlement depicted on the map located on the website [hyperlink];
2. Your Household experienced Loss of Use of property, meaning any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours;

AND

3. You are requesting a Simple Claim payment on behalf of your Household as explained below. The Simple Claim option is explained in the Notice and in the FAQs [hyperlink] on the website.

Each Household with a qualifying Simple Claim that submits a valid Simple Claim Form will receive up to \$175. If you have at least one contemporaneous email, text, or social media message from the period between **June 23, 2015, and July 1, 2015**, referring to the Loss of Use of property at your residence during that time period, or if you have receipts from the period between **June 23, 2015, and July 1, 2015**, for purchases of bottled water, meals at restaurants, ready-to-eat meals that do not require water for cooking, use of commercial laundry facilities, or hotels or other lodging which were incurred due to the loss of use of water at your residence that total more than \$175, then you may want to submit a "With Evidence" Claim Form (rather than this Simple Claim Form). The With Evidence Claim Forms [hyperlink] are available at www.DunbarMainBreak.com.

If you have questions about which Claim Form you should file, contact the Settlement Administrator for assistance by calling 1- 877-537-1084 or submit a question at www.DunbarMainBreak.com.

COMPLETING THIS FORM

Only one Claim Form may be submitted for each Eligible Residential Location (in other words, only one Claim Form per "address"). Individual Household Residents should not submit separate Claim Forms for the Household. It is easier if the listed customer on the

WVAV water bill for the period around June 2015 submits the claim on behalf of the Household, but another Household member may do so if the listed customer is unavailable, uninterested, or if the Household's water service was paid for by a landlord and included in the rent. Each Household can receive payment for only one claim.

You may complete and submit this Claim Form online through the process described at www.DunbarMainBreak.com, or by mail. This Claim Form must be sent by U.S. Mail such that it is received (not just postmarked) by August 22, 2025 (the "Claim Submission Deadline"), or submitted online by the same day Mail the Claim Form to:

2015 Dunbar Main Break Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.
THE INSTRUCTIONS CONTAIN IMPORTANT INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.DunbarMainBreak.com and read the FAQs [hyperlink].
- Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary.
- If your Household is an Eligible Residential Location and you submit a valid Simple Claim Form for a qualifying claim, you will receive a payment for your Household. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator. Each Household with a qualifying Simple Claim that submits a valid Simple Claim Form will receive up to \$175.
- Under the terms of the Settlement, you, on behalf of the Household, are releasing all claims any member of the Household has or may in the future have against WVAV arising from or related to the June 2015 Dunbar Main Break.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order – that is, an order approving the Settlement that has become final, including any appeals - and after the Settlement Administrator receives and reviews all the claims. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class

Members while appeals, if any, are pending. The Court has scheduled a final approval hearing on September 11, 2025 at 9 a.m.

RESIDENTIAL HOUSEHOLD SIMPLE CLAIM FORM

Part 1. Claim Information

1. Unique Class Member Identifier: _____

(If you received a Postcard Notice of this Settlement in the mail, please provide the Unique Class Member Identifier ("UCMI") that appears on that notice here. The UCMI is located on the front of the Postcard Notice you received in the mail, above your name. If you do not have a UCMI, please complete the rest of the form and one will be assigned to you. If you have a UCMI, you may skip to Part 2, below.)

2a. If you do not have a UCMI, were you the listed customer on the water bills from WVAW to your residential address in June 2015 (Y/N): _____

2b. If yes, and you know your WVAW account number, please provide it: _____

Part 2. Identification of Residential Address for the period between June 23, 2015, and July 1, 2015 (All Claimants Must Complete)

1. Residential Street Address where you resided for any part of the period between June 23, 2015, and July 1, 2015:

Part 3. Identification of Resident Completing this Form (All Claimants Must Complete)

1. Name of Resident Completing this Form: _____

2. Current Mailing Address to which all future correspondence should be sent (if different than address in Part 2):

3. Current Telephone Number: _____

(Please provide a contact number in case we have questions concerning your claim form; failure to provide a telephone number will not invalidate your form but may make it impossible for us to contact you if we have any questions or problems.)

4. Current Email Address: _____

(Optional)

5. Were you the listed customer on the water bills from WVAW to your residential address in June 2015:

Yes ☐ Continue to Part 5 (Verification)

No ☐ Continue to Part 4 (Proof of Residence)

Part 4. Renters, Condo Owners, and other Non-Customers ONLY

If you were not the listed customer on the water bills for your address in June 2015, or if the water bills for your address went to your landlord or condo association, you must provide at least one form of verifiable proof that you resided at the address you identified above in June 2015.

Valid forms of proof include lease, deed, tax return, homeowners' or renter's insurance policy or declaration sheet, school record, employment record, mortgage statement, bank statement, canceled check or receipt for rent payment, or utility bill covering any part of June or July 2015 with your name and the June 2015 address you provided in Part 2, above, on it.

Click the link [here](#) [hyperlink] to upload your verifiable proof of residence. It can be an electronic copy, image, or screenshot (must be .jpg, .pdf, or ____ file extension) of your proof of residence.

(If you are completing this form by mail, then be sure to include your verifiable proof of residence in the envelope with this form.)

Part 5. Verification (All Claimants Must Complete)

I confirm under penalty of perjury that the information provided above is true and correct, and that:

(a) I understand that there can be only one Residential Claim Form per Household and I have not, and to the best of my knowledge other members of my household have not, filed separate Residential Claim Forms for this Location;

(b) I further attest and confirm that my Residence suffered Loss of Use of property for at least a total of 24 hours in the period between June 23, 2015, and July 1, 2015. I

understand that "Loss of Use of property" means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015. I also understand that receipt of a boil water advisory alone does not constitute a Loss of Use of property but does not preclude a Loss of Use if accompanied by one or more interruptions in service that lasted a total of 24 hours;

(c) I am not excluded from the Settlement Class;

(d) I acknowledge that under the terms of the Settlement Agreement I, on behalf of the Household, am releasing all claims any member of the Household has or may in the future have against WVAW arising from or related to the June 2015 Dunbar Main Break.

Date: _____

Signature: _____

If you are a legal representative completing this form on behalf of an incapacitated or deceased Claimant, you must complete the following:

Name of Legal Representative: _____

Legal Representative Address: _____

Telephone Number of Legal Representative: _____

Email Address of Legal Representative: _____

(Upload [hyperlink] or attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.)

SIMPLE CLAIM FORM FOR RESIDENTIAL HOUSEHOLDS

Instructions

Please read this entire Claim Form and the Instructions carefully before you complete the Claim Form. If you are completing it by mail, type or print legibly all information in blue or black ink. Capitalized terms are defined in the Settlement Agreement and also discussed in the FAQs [hyperlink] at www.DunbarMainBreak.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **ONLY COMPLETE FORMS WILL BE PROCESSED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this Claim should be clear, legible and complete.

Part 1

Please provide the Unique Class Member Identifier ("UCMI") that appears on the Postcard Notice you received in the mail if you have it.

If you did not receive a notice in the mail, then leave this question blank. If your name was listed on the WVAW account for your residence in June 2015, and you know your account number, please provide your account number here.

Parts 2 and 3

Please provide the address where you resided between June 23, 2015 and July 1, 2015 in Part 2 and your name and current mailing address in Part 3, along with the other requested information.

If you entered a UCMI in Part 1, these sections may contain "prefilled" information. If any "prefilled" information is incorrect or incomplete, please provide correct information in the space provided.

Part 4 (Non-Customers Only)

You must complete this section if you were not the listed customer for the water bill for your residential address in June 2015. For example, if you were renting an apartment and the building owner/landlord paid the water bill for the entire building, then you are not a customer and you must complete this section. Also, if someone you were living with in the household in June 2015 received the water bill directly from WVAW, but is unable or unwilling to submit a claim, then you may submit the claim for your household but you must complete Part 4.

You must submit verifiable proof that you resided at the address in Part 2 in all or part of the period between June 23, 2015, and July 1, 2015.

Examples of the types of documents that you may submit include:

- a. A utility bill addressed to you the residence identified in Part 2;

- b. A deed, lease, or rental agreement showing your status as a homeowner, resident, or tenant at the location identified in Part 2 between June 23, 2015, and July 1, 2015;
- c. A cancelled check or check image from June 2015 showing your address and rent paid at the location identified in Part 2; or
- d. A school record, employment record, mortgage statement, or bank statement covering any part of June or July 2015 with your name and the June 2015 address you provided in Part 2.

Part 5

You MUST sign the verification. Without a signed verification, your claim will NOT be processed. By signing the verification, you acknowledge that under the terms of the Settlement Agreement you, on behalf of the Household, are releasing all claims any member of the Household has or may in the future have against WVAW arising from or related to the Dunbar Main Break. Under the Settlement Agreement, a Settlement Class Member does not include a natural born person or Business excluded from the Settlement Class. The following entities and individuals are excluded from the Settlement Class:

- 1. WVAW and its officers, directors, and employees and any affiliates of WVAW and their officers, directors, and employees;
- 2. Judicial officers assigned to this case and their immediate family members and associated court staff assigned to this case, other than court reporters;
- 3. Settlement Class Counsel and attorneys who have made an appearance for the Plaintiffs or Defendant in this case; and
- 4. Opt Outs as defined in Settlement Agreement.

If you are uncertain about whether you are excluded from the Settlement Class or have questions, you should contact the Settlement Administrator.

SIMPLE CLAIM FORM FOR BUSINESSES

June 2015 Dunbar Main Break Class Action Settlement

You or someone else in your Business should complete this form if:

1. You owned a business (meaning a commercial business or non-profit business entity) at any time between June 23, 2015, and July 1, 2015, that was provided tap water service from West Virginia-American Water ("WVAW") and conducted operations at real property located in the "Class Area" covered by the class action settlement depicted on the map located on the website [hyperlink];

AND

2. Your business experienced Loss of Use of property, meaning any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours;

AND

3. You are requesting a Simple Claim payment on behalf of your Business as explained below. The Simple Claim option is explained in the Notice and in the FAQs [hyperlink] on the website.

Each Business with a qualifying Simple Claim that submits a valid Simple Claim Form will receive up to \$525. If you have receipts and/or contemporaneous business records covering the period between **June 23, 2015, and July 1, 2015**, demonstrating Business Additional Expenses incurred between June 23, 2015 and July 1, 2015, due to the loss of use of water, including purchases of substitute water, spoiled or lost inventory and loss of profits from having to close the business that total more than \$525, then you may want to submit a "With Evidence" Claim Form (rather than this Simple Claim Form). The With Evidence Claim Forms [hyperlink] are available at www.DunbarMainBreak.com.

If you have questions on which Claim Form you should file, contact the Settlement Administrator for assistance by calling 1-877-537-1084 or submit a question at www.DunbarMainBreak.com.

COMPLETING THIS FORM

Only one Claim Form may be submitted for each Eligible Business Location (in other words, only one Claim Form per “address”). Businesses should not submit more than one claim form per eligible location. If your Business operated at multiple locations within the Class Area, you should submit a Claim Form for each separate Eligible Business Location.

You may complete and submit this Claim Form online through the process described at www.DunbarMainBreak.com, or by mail. This Claim Form must be sent by U.S. Mail such that it is received (not just postmarked) by August 22, 2025 (the “Claim Submission Deadline”), or submitted online by the same day. Mail the Claim Form to:

2015 Dunbar Main Break Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM. THE INSTRUCTIONS CONTAIN IMPORTANT INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.DunbarMainBreak.com and read the FAQs [hyperlink].
- Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary.
- If your Business is at an Eligible Business Location and you submit a valid Simple Claim Form for a qualifying claim, you will receive a payment for your Business. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator. Each Business with a qualifying Simple Claim that submits a valid Simple Claim Form will receive up to \$525.
- Under the terms of the Settlement, you, on behalf of the Business, are releasing all claims any member of the Business has or may in the future have against WVAW arising from or related to the June 2015 Dunbar Main Break.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order – that is, an order approving the Settlement that has become final, including any appeals - and after the Settlement Administrator receives and reviews all the claims. If the parties all

agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class Members while appeals, if any, are pending. The Court has scheduled a final approval hearing on September 11, 2025 at 9 a.m.

BUSINESS SIMPLE CLAIM FORM

Part 1. Claim Information

1. Unique Class Member Identifier: _____

(If you received a Postcard Notice of this Settlement in the mail, please provide the Unique Class Member Identifier ("UCMI") that appears on that notice here. The UCMI is located on the front of the Postcard Notice you received in the mail, above your name. If you do not have a UCMI, please complete the rest of the form and one will be assigned to you. If you have a UCMI, you may skip to Part 2, below.)

2a. If you do not have a UCMI, were you the listed customer on the water bills from WVAW to your Business address in June 2015 (Y/N): _____

2b. If yes, and you know your Business' WVAW account number, please provide it: _____

Part 2. Identification of Business Claimant (All Claimants Must Complete)

1. Name and title of Authorized Person completing this form on behalf of the Business:

Name: _____
First Middle (MI) Last

Title: _____

2. Business Name:

3. Business Type (Corporation, Partnership, LLC, Sole Proprietorship, etc.):

4. Tax Identification Number or SSN or EIN:

5. Location (address) where Business was located and operating between June 23, 2015 and July 1, 2015:

Part 3. Current Address of Authorized Person Completing this Form (if different than in Part 2, above):

1. Current Mailing Address to which all future correspondence should be sent (if different than address in Part 2):

3. Current Telephone Number of Authorized Person: _____

(Please provide a contact number in case we have questions concerning your claim form; failure to provide a telephone number will not invalidate your form but may make it impossible for us to contact you if we have any questions or problems.)

4. Current Email Address: _____

(Optional)

Part 4. Verification (All Claimants Must Complete)

I confirm under penalty of perjury that the information provided above is true and correct, and that:

(a) I understand that there can be only one Business Claim Form per Eligible Business Location and I have not, and to the best of my knowledge no one else has, filed separate Business Claim Forms for this Eligible Business Location;

(b) I further attest and confirm that my Business suffered Loss of Use of property for at least a total of 24 hours in the period between June 23, 2015, and July 1, 2015. I understand that "Loss of Use of property" means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service or decrease in water pressure between June 23, 2015, and July 1, 2015. I also understand that receipt of a boil water advisory alone does not constitute a Loss of Use of property but does not preclude a Loss of Use if accompanied by one or more interruptions in service or decreases in water pressure that lasted a total of 24 hours;

(c) I am not excluded from the Settlement Class; and

(d) I am authorized to make this Claim on behalf of the Business listed above.

(e) I acknowledge that under the terms of the Settlement Agreement I, on behalf of the Business, am releasing all claims the Business has or may in the future have against WVAW arising from or related to the June 2015 Dunbar Main Break.

Date: _____

Signature of Authorized Representative:

If you are a legal representative completing this form on behalf of an incapacitated or deceased Claimant, you must complete the following:

Name of Legal Representative: _____

Legal Representative Address: _____

Telephone Number of Legal Representative: _____

Email Address of Legal Representative: _____

(Upload [hyperlink] or attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.)

SIMPLE CLAIM FORM FOR BUSINESSES

Instructions

Please read this entire Claim Form and the Instructions carefully before you complete the Claim Form. If you are completing it by mail, type or print legibly all information in blue or black ink. Capitalized terms are defined in the Settlement Agreement and also discussed in the FAQs [hyperlink] at www.DunbarMainBreak.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **ONLY COMPLETE FORMS WILL BE PROCESSED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this Claim should be clear, legible and complete.

Part 1

Please provide the Unique Class Member Identifier that appears on the Postcard Notice you received in the mail if you have it. If you did not receive a notice in the mail, then leave this question blank. Please provide the WVAW account number for your Eligible Business Location in June 2015 here.

Parts 2 and 3

Please provide the business address for your Business between June 23, 2015 and July 1, 2015 in Part 2 of the form and your current address in Part 3, if different from the address in Part 2, and the other requested information.

Part 4

You **MUST** sign the verification. Without a signed verification, your claim will **NOT** be processed. By signing the verification, you acknowledge that under the terms of the Settlement Agreement your Business is releasing all claims the Business has or may in the future have against WVAW.

Under the Settlement Agreement, a Settlement Class Member does not include a natural born person or Business excluded from the Settlement Class. The following entities and individuals are excluded from the Settlement Class:

1. WVAW and its officers, directors, and employees and any affiliates of WVAW and their officers, directors, and employees;
2. Judicial officers assigned to this case and their immediate family members and associated court staff assigned to this case, other than court reporters;
3. Settlement Class Counsel and attorneys who have made an appearance for the Plaintiffs or WVAW in this case; and
4. Opt Outs as defined in Settlement Agreement.

If you are uncertain about whether you are excluded from the Settlement Class or have questions, you should contact the Settlement Administrator.

Exhibit 3

Settlement Pays Benefits to Qualified Residential Households and Businesses for the 2015 Dunbar Main Break

How it Works:

www.DunbarMainBreak.com 1-877-537-1084

File a claim on the website or call and request a paper claim form to make a claim for a payment. [Enter your Unique Class Member Identifier xxxxx in the prompt to access a Claim Form with your name, customer address, and current address already filled in.]

What can qualified claimants get?

CUSTOMER HOUSEHOLDS located in the Class Area shown on the back of this Notice between June 23, 2015 and July 1, 2015 (includes people who owned or rented condos, apartments, and houses but were not the listed customer):

(1) Simple Payment Option:

up to \$175 for residential household based on qualifying claim.

OR

(2) With Evidence Payment Options:

up to \$225 for residential household with contemporaneous proof of loss of use of property from 2015 Dunbar Main Break between June 23, 2015 and July 1, 2015

OR

up to \$500 with contemporaneous receipts of extra expenses (bottled water, tableware, pre-prepared foods, discarded food, baby wipes, plastic ware, travel, and substitute lodging (hotels and motels)) caused by the 2015 Dunbar Main Break.

CUSTOMER BUSINESSES (including non-profits) that operated in the Class Area shown on the back of this Notice between June 23, 2015 and July 1, 2015.

(1) Simple Payment Option:

up to \$525 for a qualifying claim

OR

(2) With Evidence Payment Option:

up to \$1525 with contemporaneous records or receipts showing proof of lost profit or extra expenses (e.g, repair/replacement, lost inventory, bottled water) caused by the 2015 Dunbar Main Break.

If you were impacted by the 2015 Dunbar Main Break in June 2015, you need to decide what to do. You can file a claim (must be submitted online or received (not just postmarked) by August 22, 2025 deadline), object to, or exclude yourself from the Settlement (July 23, 2025 deadline).

If you do not exclude yourself from the Settlement, you cannot separately sue West Virginia-American Water Company ("WVAW" or "West Virginia American") for the claims covered by this Settlement.

You can also hire your own attorney.

Visit the website or call to learn more about the case and the Settlement.

Payments will be made for qualifying claims if the Court approves the Settlement after a fairness hearing on September 11, 2025. Attorneys for the Settlement Class intend to ask for up to 40% of the agreed settlement amount as fees, plus additional litigation expenses, and West Virginia American reserves its right to object to the request.

Notice Administrator
P.O. Box 4227
Charleston, WV 25364

BULK RATE
STAMP HERE

UCMI:xxxxx
Customer Name
Address 1
Address 2
City, State ZIP

**PLEASE READ: COURT ORDERED LEGAL NOTICE ABOUT BENEFITS
RESULTING FROM 2015 DUNBAR MAIN BREAK SETTLEMENT (COVERING
JUNE 23 TO JULY 1, 2015)**

Exhibit 4

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FREQUENTLY ASKED QUESTIONS

1. Why was there a notice?

A Court authorized a notice because you have a right to know about the proposed settlement of a class action lawsuit against West Virginia-American Water Company (“WVAW”), relating to a water main break in late June 2015 that occurred east of Dunbar, West Virginia (between Dunbar and North Charleston) (the “2015 Dunbar Main Break”). The main break resulted in water service disruptions and/or reduced water pressure and/or a precautionary boil water advisory for some customers serviced by the main. If you resided in a dwelling or owned a business supplied tap water by WVAW and located within the area shown on the attached map between June 23, 2015, and July 1, 2015, your rights may be affected by a proposed class action settlement. The notice explains the lawsuit and your legal rights.

The Honorable Judge Carrie L. Webster is overseeing this case in the Circuit Court of Kanawha County, West Virginia. This litigation is known as *Jeffries, et al. v. West Virginia-American Water Company*, Civil Action No. 17-C-765. The people who filed and prosecuted the lawsuit are called the “Plaintiffs.” The party sued is the “Defendant.”

2. What is this lawsuit about?

In this case, plaintiffs alleged that prior to the 2015 main break WVAW could have prevented or avoided the service interruption event by implementing better precautionary measures in compliance with applicable laws and regulations and the use of reasonable care. WVAW denied the allegations and asserted that it acted in compliance with all legal requirements and used reasonable care.

3. Why is this a class action?

In a class action, one or more people or businesses called “Class Representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “Class” or “Class Members.” When a class action is settled, the settlement resolves the claims for all Class Members, except those who exclude themselves from the Class or “opt out.”

In this case, there are two class representatives. The class representatives and their lawyers (“Settlement Class Counsel,” see Question 9) believe that the proposed settlement is best for everyone who is affected. A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. This settlement resolves the lawsuit without the court or a jury ruling in favor of the plaintiffs or the defendant. A settlement allows the parties to avoid the cost and risk of trial, as well as the delays of litigation.

On May 5, 2025, the Circuit Court of Kanawha County, West Virginia preliminarily approved a proposed settlement of this class action and directed that notice of its order and the proposed

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMAINBREAK.COM

settlement should be given. This Notice now tells you about the proposed settlement of the action and your rights.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

If you received a notice about the lawsuit in the mail, then you may be a Settlement Class Member. But even if you did not receive a mailed notice, you may be a Settlement Class Member, as described below.

Note that all capitalized terms in this notice are defined in the Settlement Agreement

4. Am I a potential class member?

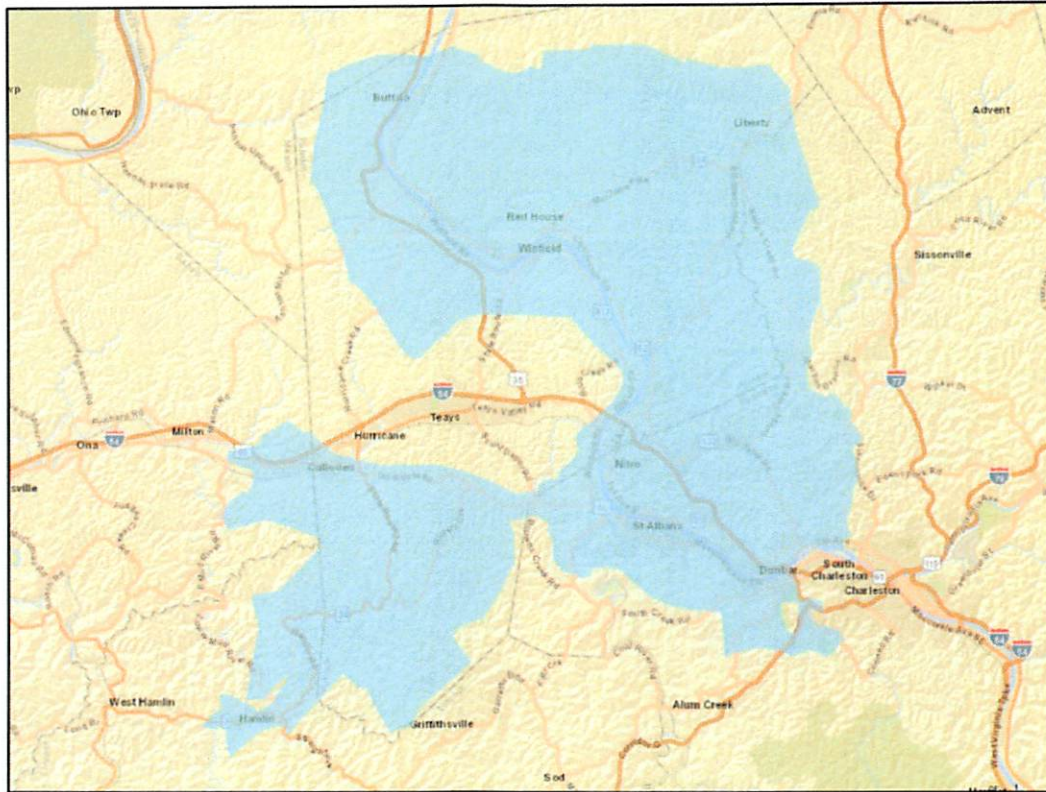
Unless you opt out or meet one of the exclusions below, you are a Settlement Class Member if between June 23, 2015, and July 1, 2015 you:

- resided in a dwelling supplied tap water by WVAW and located within the area shown on the map below, or
- owned a business operating in real property supplied tap water by WVAW and located within the area shown on the map below.

Exclusions: The following groups are not included in the Settlement Class:

- Officers, directors, or employees of WVAW or of any of WVAW's affiliates;
- Members of the immediate family of Judge Webster and any associated court staff assigned to this case;
- Class counsel and attorneys who have made an appearance for the Plaintiffs or Defendant in this case; and
- Persons or entities who exclude themselves from the Certified Class (Opt Outs).

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMANBREAK.COM



BENEFITS

5. What benefits may be available under the proposed settlement?

WVAW has agreed to pay up to \$18 million, inclusive of attorney's fees and litigation expenses, plaintiff incentive fee awards, and the costs to administer the settlement. Claims may be made under the settlement by residential households and businesses. It is easier for the listed customer on the WVAW bill at a residential address in June 2015 to file a claim on behalf of the household than for other household members to file for the household, but another household member may file a claim where the customer is unavailable (such as when water is included in rent paid to a landlord) or declines to file. Each household can receive payment for only one claim.

- Claims are of two types: Simple and With Evidence. If you are a residential customer and choose to file a qualifying Simple Claim, your household will receive up to \$175; if you are a business and choose to file a qualifying Simple Claim, you will receive up to \$525. If you are a residential customer and choose to file a qualifying With Evidence claim based on contemporaneous evidence of loss of use of property, your household will receive up to \$225. Residential customers may alternatively choose to file a qualifying With Evidence claim to recover specific costs incurred during the 2015 Dunbar Main Break, up to a maximum household payment of \$500. A business may alternatively choose to file a qualifying With Evidence claim to recover up to a maximum payment of \$1,525. Residents and business owners who make Simple Claims may not also make With Evidence claims.

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMAINBREAK.COM

- The Settlement also includes separate caps relating to Simple Claim and With Evidence Claim payments.
 - Under the Simple Claim cap, if the total amount of valid Simple Claims made plus the proportional share of court-approved fees and expenses would exceed \$13,000,000 then the Simple Claim payments will not be made at the maximum claim amount allowed in the Settlement but rather would be reduced equally among all the Simple Claims.
 - Under the With Evidence Claim cap, if the total amount of valid With Evidence Claims made plus the proportional shared court-approved fees and expenses, plus any remaining amounts not used under Simple Claims cap (Remainder), would exceed \$5,000,000 then the With Evidence payments will not be made at the maximum claim amount allowed in the Settlement but rather would be reduced equally among all the With Evidence Claims.

6. Do I have to prove that I am a member of the Settlement Class when I file a claim?
--

A household member who is the Customer listed on WVAW's account for an address within the area shown on the Class Map above between June 23, 2015, and July 1, 2015, does not have to provide additional proof that they resided in the residence during the period in question. Household members who are not identified as the Customer(s) must provide verifiable proof that they resided at an address within the area shown on the Class Map during the period in question. Valid forms of verifiable proof of residence include a lease, deed, tax return, homeowners' or renter's insurance policy or declaration sheet, school record, employment record, mortgage statement, bank statement, canceled check or receipt for rent payment, or utility bill covering any part of June or July 2015 with the household member's name and the address of residence on it.

Claim forms filed by the customer for an eligible address must provide the current (updated) contact information and address for the claimant. Claim forms filed by non-customers must provide information to enable the Settlement Administrator to: (i) identify the location of the residence or business and determine that the location is an eligible address; (ii) ensure that only one claim is paid for each eligible address; (iii) identify, in the case of a business, the person signing the claim and that person's ownership, office, or other relationship to the business; (iv) identify current contact information for the claimant; and (v) make payment to the appropriate recipient for valid claims.

Every household member and business owner, including customers, making a Simple Claim will be required to complete a claim form, and to attest under penalty of perjury that they experienced a loss of use of property. Loss of use of property means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMANBREAK.COM

of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours. Receipt of a boil water advisory alone does not constitute a “loss of use.”

Residents and business owners, including customers, making “With Evidence” claims will be required to submit qualifying evidence of the kind associated with the particular With Evidence claim as described in detail on the With Evidence claim forms.

You may complete and submit Claim Forms online through the process described at www.DunbarMainBreak.com, or by mail. Claim Forms must be submitted online or received (not just postmarked) no later than August 22, 2025 (the “Claim Submission Deadline”). Claim Forms submitted by mail should be addressed to:

Settlement Administrator – 2015 Dunbar Main Break Class Action
P.O. Box 4227
Charleston, WV 25364

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

7. How do I get out of the Settlement Class?

If you do not want to keep your rights to sue the Defendant yourself over the claims in this case, then simply do not file a claim.

If you want to keep your rights to sue the Defendant yourself over the claims in this case, using your own lawyer, you need to exclude yourself (or “Opt Out”) from the Settlement Class. If you Opt Out, you cannot get a benefit from this lawsuit if any are awarded. To Opt Out from the settlement, you must mail a written request that includes:

- Your printed name, current address, telephone number, email address (if any); your residence or business address between June 23, 2015, and July 1, 2015; for businesses an identification of the position and authority for the person submitting the Opt Out request, and for all Opt Outs a statement regarding whether the class member intends to bring a separate claim against West Virginia American;
- A statement that you want to be excluded from the Settlement Class in *Jeffries, et al. v. West Virginia-American Water Company*, Civil Action No. 17-C-765; and
- Your personal signature and date.

You must mail your exclusion request, postmarked by July 23, 2025 (the “Opt Out Deadline”), to the following address:

Settlement Administrator – 2015 Dunbar Main Break Class Action
P.O. Box 4227
Charleston, WV 25364

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMAINBREAK.COM

8. How do I object to the settlement?

Any Settlement Class Member who does not Opt Out may present written objections, if any, explaining why he or she believes the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to object to any aspect of the Settlement, including without limitation any objection to Settlement Class Counsel's request for attorney's fees and litigation expenses or class representative incentive awards, must file with the Court, by July 23, 2025 (the "Objection Deadline"), a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement must also contain the Settlement Class Member's printed name, address, telephone number, a statement that the Settlement Class Member has reviewed the Settlement Class definition and has not Opted Out of the Settlement Class, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection, including information sufficient to demonstrate that the objector is otherwise a Settlement Class Member.

A Settlement Class Member may object on his or her own behalf or through an attorney authorized to practice before the Court and hired at that Settlement Class Member's own expense. The objection must state with specificity the grounds for the objection. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by July 23, 2025, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed, or file (in camera) a copy of the contract between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in this Section.

A Settlement Class Member (or counsel individually representing them, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by August 21, 2025, a written notice of their intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct.

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMAINBREAK.COM

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent all Settlement Class Members as “Settlement Class Counsel.” They are:

<p>L. Dante diTrapano Alexander McLaughlin Calwell Luce DiTrapano PLLC 500 Randolph St. Charleston, WV 25302 www.cldlaw.com</p> <p>W. Jesse Forbes Forbes Law Offices, PLLC 1118 Kanawha Blvd., East Charleston, WV 25301 www.forbeslawwv.com</p>	<p>Van Bunch Bonnett Fairbourn Friedman & Balint P.C 7301 N. 16th Street, Suite 102 Phoenix, AZ 85020-5266 www.bffb.com</p>
--	--

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers be paid?

Settlement Class Counsel intend to ask to be paid up to 40% of the total settlement amount for fees, plus reasonable litigation expenses from the available settlement amount. The Court will decide the amount of fees and litigation expenses to award. In addition, Settlement Class Counsel intend to ask the Court to approve incentive awards of \$35,000 each to the two Settlement Class Representatives, for their time and effort serving the Settlement Class. Defendant reserves the right to object to the amount requested for attorney’s fees and Settlement Class Representative payments.

GETTING MORE INFORMATION

11. How do I get more information?

Please visit the litigation website at www.DunbarMainBreak.com, or call the toll-free hotline at 1-877-537-1084. You may submit in writing any requests or questions by mailing to Settlement Administrator – 2015 Dunbar Main Break Class Action, P.O. Box 4227, Charleston, WV 25364. Please provide all relevant contact information should a representative need to speak with you or correspond in any manner. **Please do not contact the Court or Court personnel, or WVAW, directly about this Notice.**

QUESTIONS? CALL 1-877-537-1084 OR VISIT WWW.DUNBARMAINBREAK.COM

Exhibit 5

"WITH EVIDENCE" CLAIM FORM FOR RESIDENTIAL HOUSEHOLDS

2015 Dunbar Main Break Class Action Settlement

You or someone else in your household should complete this form if:

1. The Household ("address") you lived in at any time between June 23, 2015, and July 1, 2015, was provided tap water service from West Virginia-American Water ("WVAW") and is located in the "Class Area" covered by the class action settlement depicted on the map located on the website [hyperlink];
2. Your Household experienced Loss of Use of property, meaning any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours;
3. You will submit proof of Loss of Use consisting of either:
 - a. Contemporaneous Communication. You have a contemporaneous email, text, or social media message from the period between June 23, 2015, and July 1, 2015, referring to your Household's Loss of Use of water or between June 23, 2015, and July 1, 2015;

OR

- b. Contemporaneous Receipts for Additional Household Expenses or Property Damage. You have receipts from the period between June 23, 2015, and July 1, 2015, for purchases of bottled water, meals at restaurants, ready-to-eat meals that do not require water for cooking, use of commercial laundry facilities, or hotels or other lodging that were incurred due to the Loss of Use of water at your residence that total more than \$175.

AND

4. You are requesting a With Evidence Claim payment on behalf of your Household as explained below. The With Evidence Claim is explained in the Notice and in the FAQs [hyperlink] on the website.

This Claim Form is for Households submitting specified evidence set forth in #3(a) or #3(b) above to pursue a "With Evidence Claim" and is known as the "With Evidence Claim Form." If your Household meets #1 and #2, above, but your Household does not have (or does not wish to submit) proof of Loss of Use specified in #3(a) or (b) above, you or someone in your Household should file a Simple Claim Form for Residential Households [hyperlink] (rather than this With Evidence Claim Form).

Both the With Evidence Claim and the Simple Claim are explained in the Notice and in the FAQs [hyperlink] on the website.

If you have questions on which Claim Form you should file, contact the Settlement Administrator for assistance by calling 1- 877-537-1084 or submit a question at www.DunbarMainBreak.com.

COMPLETING THIS FORM

Only one Claim Form may be submitted for each Eligible Residential Location (in other words, only one Claim Form per "address"). Individual Household Residents should not submit separate claim forms for the Household. It is easier if the listed customer on the WVAW water bill for the period around June 2015 submits the claim on behalf of the Household, but another Household member may do so if the listed customer is unavailable, uninterested, or if the Household's water service was paid for by a landlord and included in the rent. Each Household can receive payment for only one claim.

You may complete and submit this Claim Form online through the process described at www.DunbarMainBreak.com, or by mail. This Claim Form must be sent by U.S. Mail such that it is received (not just postmarked) by August 22, 2025 (the "Claim Submission Deadline"), or submitted online by the same day. Mail the Claim Form to:

Dunbar Main Break Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.
THE INSTRUCTIONS CONTAIN IMPORTANT INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.DunbarMainBreak.com and read the FAQs [hyperlink].
- Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary.

- If your Household is an Eligible Residential Location (and you submit a valid With Evidence Claim Form for a qualifying claim), you will receive a payment for your Household. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator
- Each Household that submits a valid With Evidence Claim Form and includes evidence in the form of a ***Contemporaneous Communication*** and is determined to have made a Compensable Claim will receive up to \$225.
- Each Household that submits a valid With Evidence Claim Form and includes evidence in the form of ***Contemporaneous Receipts*** and is determined to have made a Compensable Claim can recover the amount of actual verified damages up to \$500.
- For comparison, a Household that submits a valid Simple Claim Form [\[hyperlink\]](#) for a qualifying claim will receive up to \$175 under the Simple Claim Form option.
- Under the terms of the Settlement, you, on behalf of the Household, are releasing all claims any member of the Household has or may in the future have against WVAW arising from or related to the 2015 Dunbar Main Break.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order – that is, an order approving the Settlement that has become final, including any appeals - and after the Settlement Administrator receives and reviews all the claims. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class Members while appeals, if any, are pending. The Court has scheduled a final approval hearing on September 11, 2025 at 9 a.m.

RESIDENTIAL HOUSEHOLD "WITH EVIDENCE" CLAIM FORM

Part 1. Claim Information

1. Unique Class Member Identifier: _____

(If you received a Postcard Notice of this Settlement in the mail, please provide the Unique Class Member Identifier ("UCMI") that appears on that notice here. The UCMI is located on the front of the Postcard Notice you received in the mail, above your name. If you do not have a UCMI, please complete the rest of the form and one will be assigned to you. If you have a UCMI, you may skip to Part 2, below.)

2a. If you do not have a UCMI, were you the listed customer on the water bills from WVAW to your residential address in June 2015 (Y/N): _____

2b. If yes, and you know your WVAW account number, please provide it: _____

Part 2. Identification of Residential Address for the period between June 23, 2015, and July 1, 2015 (All Claimants Must Complete)

1. Residential Street Address where you resided for any part of the period between June 23, 2015, and July 1, 2015:

Part 3. Identification of Resident Completing this Form (All Claimants Must Complete)

1. Name of Resident Completing this Form: _____

2. Current Mailing Address to which all future correspondence should be sent (if different than address in Part 2):

3. Current Telephone Number: _____

(Please provide a contact number in case we have questions concerning your claim form; failure to provide a telephone number will not invalidate your form but may make it impossible for us to contact you if we have any questions or problems.)

4. Current Email Address: _____

(Optional)

5. Were you the listed customer on the water bills from WVAW to your residential address in June 2015:

Yes ☐ Continue to Part 5 (Selection and Submission of Evidence)

No ☐ Continue to Part 4 (Proof of Residence)

Part 4. Proof of Residence (Renters, Condo Owners, and other Non-Customers ONLY)

If you were not the listed customer on the water bills for your address in June 2015, or if the water bills for your address went to your landlord or condo association, you must provide at least one form of verifiable proof that you resided at the address you identified above in June 2015.

Valid forms of proof include a copy of a lease, deed, tax return, homeowners' or renter's insurance policy or declaration sheet, school record, employment record, mortgage statement, bank statement, canceled check or receipt for rent payment, or utility bill covering any part of June or July 2015 with your name and the June 2015 address you provided in Part 2, above, on it.

Click the link [here](#) [hyperlink] to upload your verifiable proof of residence. It can be an electronic copy, image, or screenshot (must be .jpg, .pdf, or ____ file extension) of your proof of residence.

(If you are completing this form by mail, then be sure to include your verifiable proof of residence in the envelope with this form.)

Part 5. Selection and Submission of Evidence

You have elected to complete this With Evidence Claim Form because you are able to submit evidence of Loss of Use in the form of either a Contemporaneous Communication or Contemporaneous Receipt(s) for Household Additional Expenses or Property Damage. You must now select and submit the evidence you will submit.

Note: You may only submit one or the other form of evidence. In other words, you may submit a Contemporaneous Communication or you may submit Contemporaneous

Receipt(s) for Additional Household Expenses or Property Damage. You may not submit both. For additional instructions, please read the FAQs [hyperlink]. If you clicked on this form in error and you do not have either form of evidence to submit, then you should submit a Simple Claim Form [hyperlink].

1. Check this box if you wish to submit evidence of a Contemporaneous Communication:

(You should only check this box if you have a contemporaneous email, text, or social media message from the period between June 23, 2015, and July 1, 2015, referring to the Loss of Use or the need to incur Household Additional Expenses as a result of the Loss of Use of water at the Household you lived in between June 23, 2015, and July 1, 2015.)

2. Check this box if you wish to submit evidence of Contemporaneous Receipts: _____

(You should only check this box if you have evidence in the form of Contemporaneous Receipts from the period between June 23, 2015, and July 1, 2015, for purchases of bottled water, meals at restaurants, ready-to-eat meals that do not require water for cooking, use of commercial laundry facilities, or hotels or other lodging which were incurred due to the Loss of Use of water at your residence that **total more than \$175.**)

Click the link here [hyperlink] to upload an electronic copy, image, or screenshot (must be .jpg, .pdf, or ____ file extension) of your Contemporaneous Communication or contemporaneous receipts.

(If you are completing this form by mail, then include a printout of the electronic copy, image, or screenshot of your Contemporaneous Communication or contemporaneous receipts in the envelope with this form.)

Part 6. Verification (All Claimants Must Complete)

I confirm under penalty of perjury that the information provided above is true and correct, and that:

(a) I understand that there can be only one Residential Claim Form per Household and I have not, and to the best of my knowledge other members of my Household have not, filed separate Residential Claim Forms for this Location;

(b) I further attest and confirm that my Residence suffered Loss of Use of property for at least a total of 24 hours in the period between June 23, 2015, and July 1, 2015. I understand that "Loss of Use of property" means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015. I also understand that receipt of a boil water advisory alone does not constitute a Loss of Use of property but does not preclude a

Loss of Use if accompanied by one or more interruptions in service that lasted a total of at least 24 hours;

(c) I am not excluded from the Settlement Class;

(d) The evidence submitted in Part 5, above, is a true and accurate copy of a Contemporaneous Communication(s) or Contemporaneous Receipt(s); and

(e) I acknowledge that under the terms of the Settlement Agreement I, on behalf of the Household, am releasing all claims any member of the Household has or may in the future have against WVAW arising from or related to the 2015 Dunbar Main Break.

Date: _____

Signature: _____

If you are a legal representative completing this form on behalf of an incapacitated or deceased Claimant, you must complete the following:

Name of Legal Representative: _____

Legal Representative Address: _____

Telephone Number of Legal Representative: _____

Email Address of Legal Representative: _____

(Upload [hyperlink] or attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.)

"WITH EVIDENCE" CLAIM FORM FOR RESIDENTIAL HOUSEHOLDS

Instructions

Please read this entire Claim Form and the Instructions carefully before you complete the Claim Form. If you are completing it by mail, type or print legibly all information in blue or black ink. Capitalized terms are defined in the Settlement Agreement and also discussed in the FAQs [hyperlink] at www.DunbarMainBreak.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **ONLY COMPLETE FORMS WILL BE PROCESSED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this Claim should be clear, legible and complete.

Part 1

Please provide the Unique Class Member Identifier ("UCMI") that appears on the Postcard Notice you received in the mail if you have it.

If you did not receive a notice in the mail, then leave this question blank. If your name was listed on the WVAW account for your residence in June 2015, please provide your account number here.

Parts 2 and 3

Please provide the address where you resided between June 23, 2015, and July 1, 2015, in Part 2 and your name and current mailing address in Part 3, along with the other requested information.

If you entered a UCMI in Part 1, these sections may contain "prefilled" information. If any "prefilled" information is incorrect or incomplete, please provide correct information in the space provided.

Part 4 (Non-Customers Only)

You must complete this section if you were not the listed customer for the water bill for your residential address in June 2015. For example, if you were renting an apartment and the building owner/landlord paid the water bill for the entire building, then you are not a customer and you must complete this section. Also, if someone you were living with in the Household in June 2015 received the water bill directly from WVAW, but is unable or unwilling to submit a claim, then you may submit the claim for your Household but you must complete Part 4.

You must submit verifiable proof that you resided at the address in Part 2 in all or part of the period between June 23, 2015, and July 1, 2015.

Examples of the types of documents that you may submit include:

- a. A utility bill addressed to you at the residence identified in Part 2;

- b. A deed, lease, or rental agreement showing your status as a homeowner, resident, or tenant at the location identified in Part 2 between June 23, 2015, and July 1, 2015;
- c. A cancelled check or check image from June 2015 showing your address and rent paid at the location identified in Part 2; or
- d. A school record, employment record, mortgage statement, or bank statement covering any part of June or July 2015 with your name and the June 2015 address you provided in Part 2.

Part 5

This claim form is the With Evidence Claim Form for Residential Households. You should only submit this claim form if you are able to submit evidence of Loss of Use in the form of either:

- 1) Contemporaneous Communication. You have a contemporaneous email, text, or social media message from the period between June 23, 2015, and July 1, 2015, referring to the loss of use of water at the Household you lived in between June 23, 2015, and July 1, 2015;

OR

- 2) Contemporaneous Receipts for Additional Household Expenses or Property Damage. You have receipts from the period between June 23, 2015, and July 1, 2015, for purchases of bottled water, meals at restaurants, ready-to-eat meals that do not require water for cooking, use of commercial laundry facilities, or hotels or other lodging which were incurred due to the loss of use of water at your residence that total more than \$175.

You may only submit one or the other form of evidence. In other words, you may submit a Contemporaneous Communication(s) or you may submit Contemporaneous Receipt(s). You may not submit both. **You should only use the Contemporaneous Receipt option if your receipts show losses of at least \$175.** For additional instructions, please read the FAQs [\[hyperlink\]](#).

If you selected this form in error and you do not have either form of evidence to submit, or if your receipts total less than \$175, then you should submit a Simple Claim Form [\[hyperlink\]](#).

Part 6

You **MUST** sign the verification. Without a signed verification, your claim will **NOT** be processed. By signing the verification, you acknowledge that under the terms of the Settlement Agreement you, on behalf of the Household, are releasing all claims any

member of the Household has or may in the future have against WVAW arising from or related to the 2015 Dunbar Main Break. Under the Settlement Agreement, a Settlement Class Member does not include a natural born person or Business excluded from the Settlement Class. The following entities and individuals are excluded from the Settlement Class:

1. WVAW and its officers, directors, and employees and any affiliates of WVAW and their officers, directors, and employees;
2. Judicial officers assigned to this case and their immediate family members and associated court staff assigned to this case, other than court reporters;
3. Settlement Class Counsel and attorneys who have made an appearance for the Plaintiffs or Defendant in this case; and
4. Opt Outs as defined in Settlement Agreement.

If you are uncertain about whether you are excluded from the Settlement Class or have questions, you should contact the Settlement Administrator.

Exhibit 6

“WITH EVIDENCE” CLAIM FORM FOR BUSINESSES

June 2015 Dunbar Main Break Class Action Settlement

You or someone else in your Business should complete this form if:

1. You owned a business (meaning a commercial business or non-profit business entity) at any time between June 23, 2015, and July 1, 2015, that was provided tap water service from West Virginia American-Water (“WVAW”) and conducted operations at real property located in the “Class Area” covered by the class action settlement depicted on the map located on the website [hyperlink];

AND

2. Your business experienced Loss of Use of property, meaning any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service between June 23, 2015, and July 1, 2015, which lasted, in total, for at least twenty-four hours;

AND

3. Your business will submit proof consisting of receipts and/or contemporaneous business records demonstrating Business Additional Expenses incurred between June 23, 2015 and July 1, 2015, due to the loss of use of water, including purchases of substitute water, spoiled or lost inventory and loss of profits from having to close the business that total more than \$525.

This Claim Form is for Businesses that intend to provide records showing losses greater than \$525. If you do **not** have receipts and/or contemporaneous business records covering the period between **June 23, 2015, and July 1, 2015**, for Business Additional Expenses (such as purchases of bottled water) and/or losses such as lost profits that total more than \$525, then you may want to submit a Simple Claim Form (rather than this “With Evidence” Claim Form). The Simple Claim Forms [hyperlink] are available at www.DunbarMainBreak.com.

If you have questions on which Claim Form you should file, contact the Settlement Administrator for assistance by calling 1-877-537-1084 or submit a question at www.DunbarMainBreak.com.

COMPLETING THIS FORM

Only one Claim Form may be submitted for each Eligible Business Location (in other words, only one Claim Form per “address”). Businesses should not submit more than one claim form per eligible location. If your Business operated at multiple locations within the Class Area, you should submit a Claim Form for each separate Eligible Business Location.

You may complete and submit this Claim Form online through the process described at www.DunbarMainBreak.com, or by mail. This Claim Form must be sent by U.S. Mail such that it is received (not just postmarked) by August 22, 2025 (the “Claim Submission Deadline”), or submitted online by the same day . Mail the Claim Form to:

2015 Dunbar Main Break Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM. THE INSTRUCTIONS CONTAIN IMPORTANT INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.DunbarMainBreak.com and read the FAQs [hyperlink].
- Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary.
- If your Business is at an Eligible Business Location and you submit a valid Simple Claim Form for a qualifying claim, you will receive a payment for your Business. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator. Each Business with a qualifying Simple Claim that submits a valid Simple Claim Form will receive up to \$525.
- Under the terms of the Settlement, you, on behalf of the Business, are releasing all claims any member of the Business has or may in the future have against WVAW arising from or related to the June 2015 Dunbar Main Break.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order – that is, an order approving the Settlement that has become final, including any appeals - and after the Settlement Administrator receives and reviews all the claims. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class

Members while appeals, if any, are pending. The Court has scheduled a final approval hearing on September 11, 2025 at 9 a.m.

BUSINESS "WITH EVIDENCE" CLAIM FORM

Part 1. Claim Information

1. Unique Class Member Identifier: _____

(If you received a Postcard Notice of this Settlement in the mail, please provide the Unique Class Member Identifier ("UCMI") that appears on that notice here. The UCMI is located on the front of the Postcard Notice you received in the mail, above your name. If you do not have a UCMI, please complete the rest of the form and one will be assigned to you. If you have a UCMI, you may skip to Part 2, below.)

2a. If you do not have a UCMI, were you the listed customer on the water bills from WVAW to your Business address in June 2015 (**Y/N**): _____

2b. If yes, and you know your Business' WVAW account number, please provide it: _____

Part 2. Identification of Business Claimants (All Claimants Must Complete)

1. Name and title of Authorized Person completing this form on behalf of the Business:

Name: _____
First Middle (MI) Last

Title: _____

2. Business Name:

3. Business Type (Corporation, Partnership, LLC, Sole Proprietorship, etc.):

4. Tax Identification Number or SSN or EIN:

5. Location (address) where Business was located and operating between June 23, 2015 and July 1, 2015:

Part 3. Current Address of Authorized Person Completing this Form (if different than in Part 2, above):

1. Current Mailing Address to which all future correspondence should be sent (if different than address in Part 2):

3. Current Telephone Number of Authorized Person: _____

(Please provide a contact number in case we have questions concerning your claim form; failure to provide a telephone number will not invalidate your form but may make it impossible for us to contact you if we have any questions or problems.)

4. Current Email Address: _____

(Optional)

Part 4. Submission of Evidence

You have elected to complete this With Evidence Claim Form on behalf of your Business because you are submitting receipts and/or contemporaneous business records demonstrating Business Additional Expenses incurred during the period between June 23, 2015, and July 1, 2015, due to the loss of use of water, including purchases of substitute water, spoiled or lost inventory and loss of profits from having to close the business that total more than \$525. You must now submit your evidence.

Click the link [here](#) [hyperlink] to upload an electronic copy, image, or screenshot (must be .jpg, .pdf, or ____ file extension) of your receipts and/or records. You may add as many files as you would like to submit. You may include a letter of explanation with your records, explaining, for example, how the records you are submitting show that your business lost however much you are claiming in lost profits between June 23, 2015, and July 1, 2015, due to loss of use of water (e.g., business had to close, and records from comparable times show that your business would made so much in profits, along with a record of the closure).

Part 5. Verification (All Claimants Must Complete)

I confirm under penalty of perjury that the information provided above is true and correct, and that:

(a) I understand that there can be only one Business Claim Form per Eligible Business Location and I have not, and to the best of my knowledge no one else has filed separate Business Claim Form for this Eligible Business Location;

(b) I further attest and confirm that my Business suffered Loss of Use of property for at least a total of 24 hours in the period between June 23, 2015, and July 1, 2015. I understand that "Loss of Use of property" means any impairment in the ability to use property or any of the faucets or appliances therein (e.g., showers, baths, sinks, toilets, dishwashers, washing machines, refrigerator or other water dispensers and ice makers) as a result of an interruption or interruptions in water service or decrease in water pressure between June 23, 2015, and July 1, 2015. I also understand that receipt of a boil water advisory alone does not constitute a Loss of Use of property but does not preclude a Loss of Use if accompanied by one or more interruptions in service or decreases in water pressure that lasted a total of 24 hours;

(c) I am not excluded from the Settlement Class;

(d) I am authorized to make this Claim on behalf of the Business listed above; and

(e) The evidence submitted in Part 4, above, is true and accurate.

(e) I acknowledge that under the terms of the Settlement Agreement I, on behalf of the Business, am releasing all claims the Business has or may in the future have against WVAW arising from or related to the June 2015 Dunbar Main Break.

Date: _____

Signature of Authorized Representative:

If you are a legal representative completing this form on behalf of an incapacitated or deceased Claimant, you must complete the following:

Name of Legal Representative: _____

Legal Representative Address: _____

Telephone Number of Legal Representative: _____

Email Address of Legal Representative: _____

(Upload [hyperlink] or attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.)

“WITH EVIDENCE” CLAIM FORM FOR BUSINESSES

Instructions

Please read this entire Claim Form and the Instructions carefully before you complete the Claim Form. If you are completing it by mail, type or print legibly all information in blue or black ink. Capitalized terms are defined in the Settlement Agreement and also discussed in the FAQs [hyperlink] at www.DunbarMainBreak.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **ONLY COMPLETE FORMS WILL BE PROCESSED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this Claim should be clear, legible and complete.

Part 1

Please provide the Unique Class Member Identifier that appears on the Postcard Notice you received in the mail if you have it. If you did not receive a notice in the mail, then leave this question blank. Please provide the WVAW account number for your Eligible Business Location in June 2015 here.

Parts 2 and 3

Please provide the business address for your Business between June 23, 2015 and July 1, 2015 in Part 2 of the form and your current address in Part 3, if different from the address in Part 2, and the other requested information.

Part 4

This claim for is the With Evidence Claim Form for Businesses. You should only submit this claim form on behalf of your Business if you are submitting receipts and/or contemporaneous business records demonstrating Business Additional Expenses incurred during the period between June 23, 2015, and July 1, 2015, due to the loss of use of water, including purchases of substitute water, spoiled or lost inventory and loss of profits from having to close the business that total more than \$525.

Part 5

You **MUST** sign the verification. Without a signed verification, your claim will **NOT** be processed. By signing the verification, you acknowledge that under the terms of the Settlement Agreement your Business is releasing all claims the Business has or may in the future have against WVAW.

Under the Settlement Agreement, a Settlement Class Member does not include a natural born person or Business excluded from the Settlement Class. The following entities and individuals are excluded from the Settlement Class:

1. WVAW and its officers, directors, and employees and any affiliates of WVAW and their officers, directors, and employees;

2. Judicial officers assigned to this case and their immediate family members and associated court staff assigned to this case, other than court reporters;
3. Settlement Class Counsel and attorneys who have made an appearance for the Plaintiffs or WVAW in this case; and
4. Opt Outs as defined in Settlement Agreement.

If you are uncertain about whether you are excluded from the Settlement Class or have questions, you should contact the Settlement Administrator.

Exhibit 7

NOTICE PROGRAM

The Parties' proposed Settlement Agreement also includes a proposed Notice Program ("Notice Program"), as set forth below. The agreed Notice Program includes: (1) direct notice by U.S. Mail to all Customer addresses included on the West Virginia American Customer List and to all June 23, 2015 through July 1, 2015 Customers whose current addresses can be identified through reasonably available address search and match tools (sometimes referred to as "skip tracing"); (2) publication notice via a local newspaper once per week for four consecutive weeks; and (3) a dedicated case website and toll-free telephone contact line. The components of the Notice Program are explained below.

A. Individual Notice

Mailing lists for likely Settlement Class Member addresses and for names of actual Settlement Class Members, both consistent with the Settlement Class definition in the Settlement Agreement, can be compiled using WVAW's customer information for the relevant June and July 2015 period. Moreover, the Parties have agreed to use reasonably available address search and match tools (sometimes referred to as "skip tracing") to identify the current addresses of prior customers who may have moved, and to mail notice to those Settlement Class Members as well.

The Parties have requested that Smith Cochran Hicks PLLC ("Smith Cochran") be approved to serve as Settlement Administrator, to include implementation of the agreed Notice Program. Smith Cochran has extensive experience serving in this role for class actions in West Virginia. Smith Cochran will mail a postcard Short Form or Summary Notice (Exhibit 3 to the Settlement Agreement), with an "envelope cover" (Exhibit 8 to the Settlement Agreement) on the back side, via first-class mail to identified Settlement Class Members.

B. Publication Notice

To supplement the mailing, notice will be published in a local newspaper. Local newspapers have historically served as the media of choice for legal notice by publication. The Publication Notice, which will be substantially similar to the Summary Notice (Exhibit 3 to the Settlement Agreement, except for the personal information), will appear once a week for four consecutive weeks in the highest-circulating local newspaper covering the Settlement Class Area, *The Charleston Gazette-Mail*.

C. Website and Other Methods of Communication

An informational website will be a component of the Notice Program. A website is a consistent source of information and is instantly accessible by Settlement Class Members with internet access and a computer or smartphone. Smith Cochran will establish a website to enable Settlement Class Members to file claims and get additional information regarding the litigation and proposed Settlement Agreement, including hosting the Long Form Notice in the form of frequently asked questions (“FAQs”) (Exhibit 4 to the Settlement Agreement), and Court documents, including Class Counsel’s fee and costs petition.

Additionally, Smith Cochran will also establish a toll-free phone number to allow Settlement Class Members to listen to answers to frequently asked questions and a post office box to allow Settlement Class Members to contact Class Counsel by mail.

D. Inclusion of Unique Class Member Identifiers in Certain Mailed Customer Notices

The Notice Program will also facilitate claim filing for Settlement Class Members through the use of Unique Class Member Identifier (“UCMI”) numbers and the inclusion of pre-assigned Class Member Identifier numbers for Settlement Class Members who are Customers in the mailed notice. A UCMI is an individual number issued by the Settlement Administrator and

assigned to each Customer to facilitate the filing of Customer claims and the handling and processing of all claims.

Customers will be pre-assigned a UCMI prior to the Settlement Administrator's mailing of the notice to those Customers, which will be included in the mailed notice. All other claimants will be assigned a UCMI on the Settlement website when they initiate the process of filling out a Claim Form. Customers whose name and June 23, 2015 through July 1, 2015 address match the name and June 23, 2015 through July 1, 2015 address on the West Virginia American Customer List will be able to take advantage of a pre-populated Simple Claim Form on the Settlement website associated with the Customer's pre-assigned Unique Class Member Identifier by navigating to the Settlement website and manually entering their pre-assigned UCMI number when prompted. A pre-populated Simple Claim Form is one that already has entries for the Customer's name, mailing address, and June 23, 2015 through July 1, 2015 mailing address, which the Customer simply needs to click to confirm (or edit if necessary).

Exhibit 8

Court Ordered Legal Notice
SETTLEMENT ADMINISTRATOR
PO BOX 4227

Charleston, WV 25364

Notice About Benefits Resulting from 2015 Dunbar Main Break Settlement (covering June 23 to July 1, 2015)

Exhibit B



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

Smith, Cochran, and Hicks, PLLC

3510 MacCorkle Ave SE
Charleston, WV 25304
(304) 345-1151 (Telephone)
(304) 346-3671 (Fax)
<http://www.schcpa.com>

Primary Contact:

John S Jenkins, CPA
Member
(304) 345-1151 Office
(304) 395-4895 Cell
jjenkins@schcpa.com

Alternate Contact:

Charles "Chuck" Smith, CPA
Founding Member
(304) 545-3676 Telephone
chuck@schcpa.com

FIRM OVERVIEW

Smith, Cochran & Hicks, P.L.L.C. (SCH) is a Certified Public Accounting firm headquartered in Charleston, West Virginia. The firm was established in 1979 and has continued to grow through the years. As one of the most diverse public accounting firms in West Virginia, we are dedicated to providing outstanding service to our clients and offering specialized services not found in traditional accounting practices. SCH has performed litigation support and settlement administration services for over 20 years. SCH currently devotes over 50% of the firm to settlement administration and litigation support services. In addition to class action administration SCH also offers tax and accounting services, specialized support in areas such as financing assistance and public utilities.

LITIGATION SUPPORT AND SETTLEMENT ADMINISTRATION SERVICES

From the initial notification to the final settlement report, SCH can provide comprehensive settlement and claims administration services to ensure that no detail is overlooked. Our professionals are experienced in and can provide:

- Escrow Services
- QSF Fund Management
- Case Analysis
- Database design, construction, and maintenance
- Printing, tracking, and mailing of class notices, claim forms, and other documents



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

- Data manipulation and reporting
- Calculation of settlement payments
- Disbursement of settlement benefits and expense funds
- Call Center
- Settlement account reconciliation
- Fraud prevention
- Interim and final report preparation

Since each settlement is unique, SCH designs claims management systems specifically to satisfy the requirements of each particular settlement agreement. The fluidity of our development allows us to make changes rapidly to accommodate any additional data analytics needed. Although our interface is customized per case, the data is stored Microsoft SQL server. Our systems are backed up locally, for rapid recovery if required and offsite in case of disaster.

SCH provides toll free call centers staffed with an experienced staff of operators to provide customer support for questions relating the litigation matter. Our call centers will support multiple calls to minimize the wait time. SCH can also provide extended hours, if desired, based on call volume. During off-hours, the call system will prompt the caller to record a message and one of our operators will return the call promptly.

SCH has provided settlement administration, litigation support, and Special Master Services for several mass torts. The following is a small number of the cases that our Settlement Administration Division has worked on:

WV WATER CONTAMINATION LITIGATION

United States District Court, Southern District of West Virginia.
Honorable John T. Copenhaver, Judge

SCH currently serves as the serves as the settlement administrator in the WV Water Contamination Litigation (Good, et al., v. WV American Water Company, et al. Case No.:2:14-CV-01374).

This complex settlement provides for eight different types of claims payments from four separate Settlement Funds. Notices were send to over 300,000 residents, businesses, and government entities. Claim Forms were filed for over 220,000 claimants.

As settlement administrator, we are responsible for: developing and preparing the Claim forms, both hard copy and on-line; verifying the identity and class membership of Claimants; identifying duplicate claims and maintaining quality control; evaluating all claim forms in



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

accordance with the terms of the settlement agreements; determining the appropriate source of funds to pay each compensable claim; establishing, managing, and closing necessary bank/trust accounts.

PELVIC REPAIR SYSTEMS PRODUCT LIABILITY LITIGATION

United States District Court, Southern District of West Virginia.
Honorable Joseph R. Goodwin, Judge

Charles Smith currently serves as the court appointed CPA in all seven Pelvic Repair Systems Product Liability Litigation MDLs in the United States District Court, Southern District of West Virginia, which include: *In re American Medical Systems, Inc.* MDL No. 2325; *In re C.R. Bard, Inc.* MDL No. 2187; *In re Boston Scientific Corp* MDL No. 2326; *In re Ethicon, Inc.* MDL No. 2327; *In re Coloplast Corp* MDL No. 2387; *In re Cook Medical, Inc.* MDL No. 2440; *In re Neomedic* MDL No. 2511. As court appointed CPA, our responsibilities include oversight of common benefit matters including: escrow account management for settlement assessments; cost reimbursement; PSC time and expense review and data management.

SCH processes all common benefit time and expense submissions from Plaintiff law firms working on any of the seven MDLs. This consists of approximately 75 law firms submitting time and expense records (for each of the seven MDLs). SCH then reviews this data per the terms of the Court's timekeeping PTO and maintains all of this data. SCH works very closely with the Fee and Cost Committee to provide customized analytics on this large amount of data. SCH's custom designed data system for this project currently maintains several hundred thousand data entries.

SCH's escrow account management and accounting of all of the common benefit funds consists of managing and accounting for daily receipts from various funding sources (defendant, QSF administrators, settlement counsel, etc.). SCH works with the Court to reconcile quarterly reporting requirements to ensure completeness and accuracy.

OXYCONTIN® CLASS ACTION

Circuit Court of Putnam County, West Virginia

SCH was the claims administrator for *In re Purdue Pharma L.P. Litigation*, Circuit Court of Putnam County, West Virginia, Civil Action No. 01-C-0238. The settlement agreement applied to a class consisting of all West Virginia residents and others who have ingested and obtained



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

OxyContin first from a prescription written in West Virginia or from pharmacies or physicians in West Virginia during a specified period of time, except persons who were prescribed the drug solely while an inpatient in an accredited hospital or after having been diagnosed with a terminal illness.

Our claims management system for this matter included approximately 37,000 individuals. SCH's responsibilities included: operating a call center; preparing and mailing claim form packages; processing claim form packages; evaluation of medical records; determining each claimant's classification in the settlement matrix; providing award determinations; accounting and reconciliation of all settlement funds.

MOUNTAIN STATE UNIVERSITY CLASS ACTION

Circuit Court of Kanawha County, West Virginia
Honorable Alan D. Moats, Chairman of the Mass Litigation Panel

SCH was appointed claims administrator for In re: Mountain State University Litigation Circuit Court of Kanawha County, West Virginia, Civil Action No. 12-C-9000. The settlement agreement applies to a class consisting of all students affected by loss of certification and closure of the University.

SCH developed and maintained a dedicated website with all pertinent information, forms and important dates, and operated a call center to further assist class members in the filing process. SCH directed notification to 19,679 potential class members, fielded 3,550 calls in the dedicated Call Center and processed approximately 2,355 claim forms. At the conclusion of the claims process, SCH remitted payment to 1,904 eligible class members.

DIGITEK® MDL

United States District Court, Southern District of West Virginia.
Honorable Joseph R. Goodwin, Judge

Charles Smith served as the Special Master of the Settlement Agreement In re: Digitek® Products Liability Litigation MDL No. 1968 in the United States District Court, Southern District of West Virginia. As Special Master he was responsible for claims administration and review for approximately 3,000 claimants. Our claims administration responsibilities included processing, analyzing, and determining award amounts based on medical information and claim forms submitted by claimants participating in this settlement.

The complex settlement grid for this litigation involved multiple tiers of medical claims which required an experienced staff of medical reviewers which included a team of medical



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

consultants comprised of registered nurses and a panel of physicians in addition to SCH's regular staff of experienced medical record reviewers. SCH facilitated all of these efforts and designed the claims intake solution used by all levels of review.

SCH executed all settlement award calculations, notifications, and fund disbursements. Prior to the distribution of funds SCH was also responsible for tracking lien resolution, release documentation and dismissal status.

SCH also completed year-end responsibilities for the Qualified Settlement Fund which included preparation and filing of required income tax returns. In addition to the year-end tax returns, SCH also prepared and filed the IRS required form 1099s, which are issued to any individual or unincorporated business that is paid in excess of \$600 per year.

ETHICON, INC. MDL 2327– LITIGATION SUPPORT SERVICES

United States District Court, Southern District of West Virginia.
Honorable Joseph R. Goodwin, Judge

SCH worked with Plaintiff and Defense Counsel to develop, coordinate and execute a medical records review process in order to provide analytical data needed to engage in formal settlement discussions. This project involved sample testing of medical records for filed cases in the MDL. SCH designed a system to analyze and extrapolate various attributes of the sampled MDL cases. Once these attributes were identified by our medical reviewers, the customized system then used these attributes to create multiple levels of characteristics and categories to provide global information of the landscape of various product types and injuries.

This complex review and data analytics project involved approximately 100 different medical products and review of over 5,000 medical record files for the sampled cases.

BIOGRAPHIES OF KEY PERSONNEL

SCH has available the necessary qualified personnel, skills, organization and facilities to fulfill any claims administration services desired.

Chuck Smith, CPA – Founding Member

Chuck Smith leads the firm's finance team and provides general and financial consulting services to our clients. He has also led many of the firm's class action settlement engagements, served as a Special Master, and has provided expert testimony on countless occasions. Chuck also has



Smith, Cochran & Hicks, PLLC
Certified Public Accountants

extensive experience formulating community economic development plans and has been instrumental in their funding and implementation.

Chuck is a member of the American Institute of Certified Public Accountants and the West Virginia Society of Certified Public Accountants. He holds a Bachelor of Science degree in business administration with a concentration in accounting from the West Virginia University Institute of Technology.

Patrick Smith, CPA – Managing Member

Patrick Smith currently oversees all aspects of the firm's operations. In addition to serving as the firm's managing member, Patrick leads the firm's tax and small business practice areas and is responsible for the coordination and supervision of all of the firm's tax and small business engagements.

Patrick currently serves on MVB Bank's Community Board and is a member of the Audit Committee for the YWCA of the Kanawha Valley. He is a member of the American Institute of Certified Public Accountants (AICPA) and the West Virginia Society of Certified Public Accountants (WVSCPA). He holds a Bachelor of Science degree in business administration with a concentration in accounting from the University of Kentucky.

John S. Jenkins, CPA - Member

John Jenkins is the partner in charge of the firm's settlement administration and litigation support services. John has substantial experience in all areas of public accounting. He has led settlement administration services for numerous mass tort litigations and consulted on a variety of legal issues including damage calculations, expert testimony, and data analytics for some of the largest Federal Court Multi-District Litigations (MDLs) in the United States. John has also served as an escrow agent for various matters.

John is a member of the American Institute of Certified Public Accountants (AICPA) and the West Virginia Society of Certified Public Accountants (WVSCPA). He graduated from West Virginia University Institute of Technology with a Bachelor of Science in Accounting.