Exhibit A

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

CITY OF LONG BEACH, a municipal) CASE NO.: 2:16-cv-03493-
corporation; COUNTY OF LOS) FMO-AS
ANGELES, a political subdivision; CITY)
OF CHULA VISTA, a municipal corporation; CITY OF SAN DIEGO, a) Honorable Fernando M. Olguin
municipal corporation; CITY OF SAN JOSE, a municipal corporation; CITY OF OAKLAND, a municipal corporation; CITY OF BERKELEY, a municipal corporation; CITY OF SPOKANE, a municipal corporation; CITY OF TACOMA, a municipal corporation; CITY OF PORTLAND, a municipal corporation; PORT OF PORTLAND, a port district of the State of Oregon; BALTIMORE COUNTY, a political subdivision; MAYOR AND CITY COUNCIL OF BALTIMORE; all individually and on behalf of all others similarly situated, Plaintiffs,	CLASS ACTION SETTLEMENT AGREEMENT))))))))))))
V.	
•	
MONSANTO COMPANY; SOLUTIA INC.; and PHARMACIA LLC; and DOES 1 through 100,)))
Defendants.	

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EXHIBITS

Exhibit A-	List of Initial Settlement Class Members
Exhibit B-	List of U.S. EPA 303(d) water bodies impaired by PCBs
Exhibit C-	List of U.S.G.S. HUC 12 Watersheds that contain and/or immediately adjoin a 303(d) water body impaired by PCBs
Exhibit D-	TMDL Fund Entities List with Allocation
Exhibit E-	Qualifying Sediment Site Entities
Exhibit F-	Sediment Sites Application
Exhibit G-	Special Needs Fund, Part A Application
Exhibit H-	Special Needs Fund, Part B Application
Exhibit I-	Direct Notice
Exhibit J-	CAFA Notice

This Settlement Agreement ("Settlement Agreement"), including its attached Exhibits, is entered into as of this 24th day of June, 2020, and amended on the 28th of December, 2020, by and among Plaintiffs City of Long Beach; Mayor and City Council of Baltimore; Baltimore County; City of Berkeley; City of Chula Vista; County of Los Angeles; City of Oakland; City of Portland; Port of Portland; City of San Diego; City of San Jose; City of Spokane; and City of Tacoma (collectively, on behalf of themselves and on behalf of the Settlement Class Members) and Defendant (collectively, "the Parties") to settle and compromise the Action and to discharge the Released Parties as set forth herein.

I. RECITALS

WHEREAS, the former Monsanto Company manufactured a class of industrial chemicals called polychlorinated biphenyls ("PCBs") between the 1930s and 1977.

WHEREAS, Plaintiffs' Counsel filed the following actions against Defendant in federal district courts related to Monsanto's manufacture, sale, testing, disposal, release, marketing, promotion or management of PCBs: City of Long Beach v. Monsanto Co., Case No. 2:16-CV-03493-FMO-AS (C.D. Cal.); City of Berkeley v. Monsanto Co., Case No. 5:16-cv00071-EJD (N.D. Cal.); City of San Diego v. Monsanto Co., Case No. 3:15-CV-00578-WQH-AGS (S.D. Cal.); City of Oakland v. Monsanto Co., Case No. 5:15-cv-5152-EJD (N.D. Ca.); City of San Jose v. Monsanto Co., Case No. 5:15-cv-03178-EJD (N.D. Cal.); Mayor and City Council of Baltimore v. Monsanto Co., Case No. 1:19-cv-00483-RDB); City of Chula Vista v. Monsanto Co., Case No. 3:18-CV-01942-BEN-JMA (S.D. Cal.); County of Los Angeles; L.A. County Flood Control District v. Monsanto Co., Case No. 2:19-CV-0464-GW-AFM (C.D. Cal.); Port of Portland v. Monsanto Co., Case No. 3:17-cv-00015-PK (D. Ore.); City of Portland v. Monsanto Co., Case No. 3:16-cv-01418-MO (D. Ore.); City of Spokane v. Monsanto Co., Case No. 2:15-CV-00201-SMJ (E.D. Wa.) (collectively referred to as "the Underlying Actions").

WHEREAS, Plaintiffs asserted various claims against Defendant for alleged PCB-related environmental impairments, including impairments to water bodies. Plaintiffs alleged that PCBs are present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish and wildlife. Plaintiffs sought compensatory damages and injunctive and equitable relief.

WHEREAS, Defendant filed motions to dismiss in each case, resulting in the dismissal of some but not all claims.

WHEREAS, the Parties have been engaged in extensive and voluminous fact and expert discovery over several years. For example, the Parties took 51 depositions in the *City and County of San Diego Unified Port District* cases, and Defendant filed three motions for summary judgment. The Court heard oral arguments on these motions on December 6, 2019. The Court granted summary judgment with respect to the City of San Diego's claims as well as the County of San Diego Unified Port District's purpresture claims. Defendant filed four motions for summary judgment in the *City of Spokane* case, which are still pending.

WHEREAS, Plaintiffs' Counsel conducted extensive investigations into the facts and circumstances related to this litigation, including consulting with experts, interviewing potential

witnesses, and researching and studying legal principles applicable to the issues of liability, damages, jurisdiction and procedure.

WHEREAS, informal settlement discussions led to a confidential mediation process. The Parties, through their counsel, attended and participated in a confidential mediation process conducted by retired Magistrate Judge Jay C. Gandhi ("the Mediator"), who is an experienced, independent mediator, and further engaged in additional extensive communications with the Mediator and each other.

WHEREAS, prior to and during the mediation sessions, the Parties exchanged information and documents which allowed each side to further evaluate their claims and defenses.

WHEREAS, Plaintiffs' experts, along with their Counsel, have developed an Allocation Process that would allow Settlement Funds to be paid to Settlement Class Members based on several objective criteria.

WHEREAS, Plaintiffs intend to file a proposed amended complaint in *City of Long Beach* in conjunction with this Settlement Agreement that seeks certification of a nationwide settlement class to encompass "As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district Municipal Separate Storm Sewer System ("MS4") permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs."

WHEREAS, Plaintiffs believe that the claims asserted in the Action have merit; however, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Plaintiffs and their Counsel have concluded that the Settlement Agreement provides substantial benefits to the Settlement Class, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class.

WHEREAS, Defendant denies Plaintiffs' allegations and believes that the Action is without merit; however, Defendant has also taken into account the uncertainty, risk, delay, and costs inherent in litigation and agreed to enter into the Settlement Agreement to avoid any further litigation expenses and inconvenience and to remove the distraction of burdensome and protracted litigation.

WHEREAS, it is the intention and desire of the Parties to compromise, resolve, dismiss and release all allegations, disputes, and claims for damages or equitable relief, regardless of the legal theory or type or nature of damages claimed, relating to city, town, county, borough, village, township, and special port district permittees' claims regarding PCBs that are the subject of this Settlement on the terms set forth in the Settlement Agreement that have been or could have been brought by Plaintiffs themselves, and on behalf of Settlement Class Members, against Defendant.

WHEREAS, the Parties agree that the Settlement is fair, reasonable, and adequate, and is an appropriate nationwide resolution accomplished through the benefits, releases, and orders set forth in or attached to this Settlement Agreement.

WHEREAS, the Parties desire not only to end further burdensome and protracted litigation but also to create the payment and release of claims as set forth herein.

NOW, THEREFORE, without an admission or concession on the part of Plaintiffs on the lack of merit of the Action or an admission or concession of liability or wrongdoing or the lack of merit of any defense by Defendant, it is stipulated and agreed by Defendant and Plaintiffs, acting for themselves and on behalf of the Settlement Class, that, on the following terms and conditions, the Action shall be settled and dismissed with prejudice as among Plaintiffs, the Settlement Class, and Defendant upon Final Approval of the Court after the hearing(s) provided for in the Settlement; and the Settlement Class Members shall release all Released Claims against Defendant and all Released Parties.

II. DEFINITIONS

- 1. As used in this Settlement Agreement, the following terms shall have the defined meanings set forth below.
- 2. "303(d) water body impaired by PCBs" means and refers to a water body listed on the United States Environmental Protection Agency ("EPA") Clean Water Act Section 303(d) list of waters impaired or threatened by polychlorinated biphenyls.
- 3. "Action" means the case originally captioned *City of Long Beach v. Monsanto Co.*, Case No. 2:16-CV-03493-FMO-AS, originally filed in the United States District Court for the Central District of California on May 19, 2016.
- 4. "Allocation" or "Allocation Process" means the process of fairly dividing the total Settlement Fund to determine the "Allocated Amount" payable to each Settlement Class Member from the Settlement Funds.
- 5. "Allocation Algorithm" means and refers to the algorithm used to calculate the TMDL Allocation, as described in Paragraph 78(b) and corresponding footnote 1.
- 6. "Allocated Amount" means the portion of the total Settlement Fund payable to each Settlement Class Member.
- 7. "Attorneys' Fees and Expenses" means the amounts approved by the Court for payment to Class Counsel, which shall include attorneys' fees, costs, litigation expenses, and fees and expenses of the Special Master and consulting experts assigned to assist the Special Master in developing the Allocation. The Parties will split equally the costs and expenses for implementing the Allocation by the Special Master; however, Defendant's share of the Special Master's costs and expenses shall not exceed \$100,000. Any additional costs and expenses for implementing the Allocation shall be paid by Class Counsel. Attorneys' Fees and Expenses does not include Claims Administration Expenses.
- 8. "Category 4b" means and refers to the TMDL alternative process described in the EPA's Integrated Reporting Guidance for Sections 303(d), 305(b), and 314 of the Clean Water Act (USEPA 2005a, 2006).

- 9. "Claims Process" means the process by which Settlement Class Members may request and receive settlement benefits.
- 10. "Claims Administration Expenses" means all reasonable costs and expenses incurred in (1) the notice process, which includes all costs incurred in connection with preparing, printing, publishing, and mailing the Direct Notice; and (2) the administration process, which includes all costs and expenses incurred to hire a Class Action Settlement Administrator and costs of processing claims and administering the Settlement Agreement. These costs shall be paid by Defendant. Claims Administration Expenses does not include the costs and expenses of the Special Master and any consulting experts assigned to assist the Special Master in developing the Allocation Process.
- 11. "Class Action Settlement Administrator" means Steven Weisbrot of Angeion Group, LLC.
- 12. "Co-Class Counsel" means John Gomez of Gomez Trial Attorneys, 655 W. Broadway, Suite 1700, San Diego, CA 92101; Richard Gordon and Martin Wolf of Gordon, Wolf & Carney, 100 W. Pennsylvania Ave, Suite 100, Towson, MD 21204; and John R. Wertz, 2345 Willow St, San Diego, CA 92106.
- 13. "Court" means the United States District Court for the Central District of California.
- 14. "Defendant" means Monsanto Company, Solutia Inc., and Pharmacia LLC (the former Monsanto Company), including each and all past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, member, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.
- 15. "Defendant's Counsel" means the following, either individually or collectively:

Mark D. Anstoetter Brent Dwerlkotte SHOOK, HARDY & BACON LLP 2555 Grand Blvd. Kansas City, MO 64108 Phone: (816) 474-6550

- 16. "Direct Notice" means the form of notice described in Section V.
- 17. "Effective Date" means the latest date on which: (a) if no appeal has been taken from the Final Approval Order, the date on which the time to appeal therefrom has expired; or (b) if any appeal has been taken from the Final Order, the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form of review, have been finally disposed of and/or have expired in a manner that

affirms the Final Order; or (c) on any other agreed date if Plaintiffs' Counsel and Defendant's Counsel agree in writing.

- 18. "Final Approval Order" means the order to be entered by the Court pursuant to the Settlement Agreement that finally approves the Settlement.
- 19. "EPA" means and refers to the United States Environmental Protection Agency.
- 20. "HUC 12 Watershed" means and refers to a United States Geological Survey ("USGS") 12-Digit Hydrologic Unit Code Watershed.
- 21. "Imperviousness" means and refers to the percentage of an area that is considered impervious per the USGS Geodatabase.
- 22. "Independent port district" means and refers to a port district that is a separate or independent public legal entity, and does not mean, refer to, or include port districts that are agencies or departments of another public entity.
- 23. "Initial Settlement Class Members" means and refers to those 2,528 cities, towns, villages, townships, boroughs, counties and independent port districts identified in Exhibit A in accordance with the Settlement Class definition, effective as of June 24, 2020 only, but not later.
- 24. "Lead Class Counsel" means Scott Summy, John Fiske, and Carla Burke Pickrel of Baron & Budd, P.C.
- 25. "Litigating Entities" means and refers to the following list of Initial Settlement Class Members: City of Chula Vista, City of San Diego, Unified Port District of San Diego, City of Long Beach, County of Los Angeles, City of San Jose, City of Berkeley, City of Oakland, City of Portland, Port of Portland, City of Seattle, City of Tacoma, City of Spokane, City of Baltimore, and Baltimore County.
- 26. "Mediator" means retired magistrate Judge Jay C. Gandhi.
- 27. "Named Class Plaintiffs" means City of Long Beach; Mayor and City Council of Baltimore; Baltimore County; City of Berkeley; City of Chula Vista; County of Los Angeles; City of Oakland; City of Portland; Port of Portland; City of San Diego; City of San Jose; City of Spokane; and City of Tacoma.
- 28. "Notice" means the Court-approved form of notice of this Settlement Agreement to the Settlement Class, as described in Section V below, and substantially in the forms attached hereto as Exhibit I (Direct Notice). "Notice Plan" means the plan for disseminating Notice to the Settlement Class, which shall include direct notice in the manner and form set forth below in Section V.
- 29. "Noticed Parties" means and refers to those Settlement Class Members that have received notification of potential responsibility or liability, including those noticed Potentially Responsible Parties ("PRPs"), as used and defined within the context of a respective regulatory action,

including but not limited to the U.S. EPA Superfund Site Program, U.S. EPA Sediment Site Program, or Clean Water Act TMDL Program.

- 30. "NPDES" means and refers to the United States Environmental Protection Agency National Pollutant Discharge Elimination System, including its permit program, created by the Clean Water Act of 1972, as amended.
- 31. "Opt-Out Entity" means and refers to those Initial Settlement Class Members that have timely and properly requested to be excluded from the Settlement Class pursuant to the terms of this Agreement.
- 32. "Parties" means Plaintiffs and Defendant.
- 33. "PCB" or "PCBs" means and refers to polychlorinated biphenyls.
- 34. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, business, legal entity, government or any political subdivision or agency thereof.
- 35. "Phase I" means and refers to the NPDES Stormwater program's 1990 Phase I regulation of cities, towns, boroughs, villages, townships, counties, and independent port districts. There are 273 Phase I Initial Class Members.
- 36. "Phase II" means and refers to the NPDES Stormwater program's 1999 Phase II regulation of cities, towns, boroughs, villages, townships, counties, and independent port districts. There are 2,255 Phase II Initial Class Members.
- 37. "Plaintiffs' Counsel" means the following, either individually or collectively, in whole or in part:

Scott Summy Carla Burke Pickrel BARON & BUDD, PC 3102 Oak Lawn Ave., # 1100 Dallas, Texas 75219 John P. Fiske BARON & BUDD, PC 11440 W. Bernardo Court, Suite 265 San Diego, CA 92127

John Gomez Gomez Trial Attorneys 655 W. Broadway, Suite 1700 San Diego, CA 92101 John R. Wertz 2345 Willow St, San Diego, CA 92106.

Richard Gordon Martin Wolf Gordon, Wolf & Carney 100 W. Pennsylvania Ave, Suite 100 Towson, MD 21204

- 38. "Preliminary Approval Order" means the order to be entered by the Court pursuant to the Settlement Agreement.
- 39. "Qualifying Sediment Sites" means and refers to the nine (9) sites listed in Paragraph 79(b). Qualifying Sediments Sites are effective as of June 24, 2020 only, but not later.
- 40. "Qualifying Sediment Site Entities" means and refer to the twelve (12) Initial Settlement Class Members listed in Paragraph 79(c). Qualifying Sediment Site Entities are effective as of June 24, 2020 only, but not later.
- 41. "Released Claims" means all claims which were or could have been alleged in this Action, including but not limited to any claim for attorneys' fees, expenses, and costs. Nothing in this Settlement Agreement will preclude or affect any action under the Comprehensive Response, Compensation and Liability Act ("CERCLA") or similar state Superfund statutes and applicable regulations. This Agreement shall in no way affect any administrative test claims related to the California Water Board. The Releases provided herein shall be mutual between Plaintiffs, Settlement Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Releasing Persons release only Released Persons as defined herein.
- 42. "Released Persons" means Defendant and any Affiliate of Defendant, including but not limited, to Bayer AG, Pfizer Inc., and Eastman Chemical Company. "Affiliate" under this Settlement means each and all past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.
- 43. "Releasing Persons" means Named Class Plaintiffs and all Settlement Class Members, and each of their past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.
- 44. "Responsible Parties" means and refers to those Settlement Class Members that have been designated as potentially responsible or liable parties, as used and defined within the context of a respective regulatory program, including the U.S. EPA Superfund Site Program, U.S. EPA Sediment Site Program, or Clean Water Act TMDL Program.
- 45. "Sediment Sites" means and refers to those sites wherein PCBs have contaminated sediment through stormwater contribution, including sites from only the following three lists: (1) U.S. EPA Superfund Sites, (2) U.S. EPA Large Sediment Sites, and (3) Clean Water Act Category 4b Sites/Waters, exclusive of sites receiving combined sewer overflow discharges from Defendant's manufacture of PCBs.
- 46. "Sediment Sites Fund Application" means and refers to Exhibit F.

- 47. "Sediment Sites Fund" means and refers to the \$150,000,000 fund (subject to any adjustment pursuant to Paragraph 79(e)) to be allocated among the Qualifying Sediment Site Entities in accordance with the provisions of Paragraph 79.
- 48. "Sediment Sites Appeals and Reserve Fund" means and refers to the appeals reserve fund equal to or less than 10% of the value of the Sediment Site Fund, as established in the discretion of the Special Master.
- 49. "Settlement" means the settlement set forth in this Settlement Agreement.
- 50. "Settlement Agreement" means this document which describes the Settlement.
- 51. "Settlement Class" means and refers to "As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs."
- 52. "Settlement Class" means the Settlement Class above and any and all sub-classes contained therein, as of June 24, 2020 only, but not later.
- 53. "Settlement Class Allocation" means and refers to the process of Allocating the Class Benefit as described throughout this Settlement Agreement, including but not limited to those paragraphs under Section "IV. SETTLEMENT BENEFITS AND ALLOCATION."
- 54. "Settlement Class Members" means all persons who are members of the Settlement Class and who do not timely and properly request exclusion from the Settlement Class pursuant to the terms of this Agreement.
- 55. "Settling Parties" means Settlement Class Members and Defendant.
- 56. "Settlement Funds" means the amount of the Settlement to be paid to Settlement Class Members as explained in Section IV.
- 57. "USGS" means and refers to the United States Geological Survey.
- 58. "Special Master" means the individual(s) who the Parties will move the Court to appoint pursuant to Federal Rule of Civil Procedure 53, and who will be responsible for working with the Allocation Experts to allocate certain Settlement Funds, make final Allocation determinations, implement the Allocation, and direct distribution of Settlement Funds, as necessary to further develop and implement the Allocation.
- 59. "Special Master Allocation" means and refers to the process by which the Special Master allocates the Sediment Sites Fund, Special Needs, Part A Fund, and Special Needs, Part B Fund.
- 60. "Special Needs Funds" means and refers to those funds allocated to the Special Needs Fund, including Part A and Part B.

- 61. "Special Needs Fund, Part A" means and refers to those funds allocated to Part A of the Special Needs Fund, equal to \$57,105,000.
- 62. "Special Needs Fund, Part A Application" means and refers to Exhibit G.
- 63. "Special Needs Fund, Part B" means and refers to those funds allocated to Part B of the Special Needs Fund, equal to \$50,000,000.
- 64. "Special Needs Fund, Part B Application" means and refers to Exhibit H.
- 65. "TMDL" means and refers to Total Maximum Daily Load pursuant to Section 303(d) of the Clean Water Act, and collectively at times may refer to TMDL Alternatives or TMDL Direct-to-Implementation regulatory processes.
- 66. "TMDL Alternative" means and refers to the TMDL Alternative regulatory process as defined and used in Section 303(d) of the Clean Water Act, 33 U.S.C § 1251 *et seq*. (as amended) ("Clean Water Act").
- 67. "TMDL Direct-to-Implementation" means and refers to a regulatory method of implementing and enforcing a TMDL Alternative, and/or means and refers to an alternative method to enforce Section 303(d) of the Clean Water Act in lieu of a TMDL.
- 68. "TMDL Fund Entities" means and refers to those Initial Settlement Class Members listed on Exhibit D. TMDL Fund Entities are effective as of June 24, 2020 only, but not later.

III. REQUIRED EVENTS

69. In conjunction with filing the executed Settlement Agreement with the Court, Named Class Plaintiffs shall file a motion for leave to file an Amended Class Action Complaint naming City of Long Beach; Mayor and City Council of Baltimore; Baltimore County; City of Berkeley; City of Chula Vista; County of Los Angeles; City of Oakland; City of Portland; Port of Portland; City of San Diego; City of San Jose; City of Spokane; and City of Tacoma as Named Class Plaintiffs and seeking certification of the following Settlement Class:

Settlement Class:

As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.

70. Within a reasonable time following the filing of the Motion for Preliminary Approval, the Parties also agree to file joint motions to stay all the pending litigations. The joint motions to stay will seek to stay each case until the Effective Date of the Settlement as defined in this Settlement

Agreement. However, if the Settlement Agreement is not approved and/or does not become effective, all litigation between Named Class Plaintiffs and Defendant will be restored without prejudice to their respective positions in the Underlying Actions as if the Settlement Agreement, any application for its approval by the Court, and the filing of the proposed Amended Class Action Complaint in the *City of Long Beach* Action had not been made, submitted or filed. The Parties shall file a joint Motion for Conditional Certification of Settlement Class, Preliminary Approval of Settlement, Approval of Notice Plan, Appointment of Notice Administrator, and Appointment of Class Counsel ("Motion for Preliminary Approval"). The Motion for Preliminary Approval shall, among other things:

- (a) Include supporting declarations from the Special Master, Judge (Ret.) Jay Gandhi, and the proposed Class Action Settlement Administrator, Steven Weisbrot of Angeion Group, LLC; and
- (b) Seek entry of a proposed Preliminary Approval Order which would, for settlement purposes only, certify the Settlement Class; preliminarily approve the Settlement Agreement; approve the proposed Notice Plan, including the Direct Notice, as set forth in Exhibit I and Section V of this Settlement Agreement; appoint Steven Weisbrot as the Class Action Settlement Administrator; appoint Judge (Ret.) Jay Gandhi as the Special Master to implement the Allocation (with the assistance of Mediator Lexi Myers and Allocation Experts Michael Trapp and Rob Hesse); appoint Lead and Co-Class Counsel; schedule the Final Approval Hearing; and set a briefing schedule for the Final Approval Hearing.
- 71. In accordance with the Court's Preliminary Approval Order, the Parties shall subsequently file a joint Motion for Final Approval of Settlement ("Motion for Final Approval"). The Motion shall seek entry of a proposed Final Approval Order that would, among other things: grant final approval of the Settlement Agreement and direct its implementation pursuant to its terms and conditions; discharge and release the Released Persons, and each of them, from the Released Claims; permanently bar and enjoin all Releasing Persons from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims; direct that the Action be dismissed with prejudice and without costs; state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Approval Order and Judgment is a final, appealable order; and reserve to the Court continuing and exclusive jurisdiction over the Settling Parties with respect to the Settlement Agreement and the Final Approval Order. In particular, the proposed Final Approval Order shall specify that, without in any way affecting the finality of the Final Approval Order, the Court expressly retains exclusive and continuing jurisdiction over the Parties, including the Settlement Class, in all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, including, without limitation, for the purpose of: (a) enforcing the terms and conditions of the Settlement Agreement and negotiations and resolving any disputes that arise out of the implementation or enforcement of the Settlement Agreement; (b) entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order and the Settlement Agreement (including, without limitation, orders enjoining persons or entities pursuing any claims), or to ensure the fair and orderly administration of the Settlement; and (c) entering any other necessary or appropriate orders to protect and effectuate this

Court's retention of continuing jurisdiction over the Settlement Agreement and the Parties in matters relating to the implementation or enforcement of the Settlement Agreement.

IV. SETTLEMENT BENEFITS AND ALLOCATION

- 72. Settlement Class Members will receive a settlement check from the Class Action Settlement Administrator based on the Settlement Class Allocation method developed by Lead Class Counsel, the Special Master, and the Named Class Plaintiffs' consulting experts. Under Plaintiffs' Settlement Class Allocation, four separate funds will be created, including: (1) Monitoring Fund; (2) TMDL/TMDL Alternative/TMDL Direct-to-Implementation Fund ("TMDL Fund"); (3) Sediment Sites Fund; and (4) Special Needs Fund.
- 73. Settlement benefits vary based on the Settlement Class Members' status as described in Paragraphs 76-80 below. Subject to Paragraph 79(e), Monsanto Company, on behalf of the entities described in Paragraphs 14 and 42, agrees to pay, within thirty (30) days of the Effective Date of this Agreement, into the Class Action Settlement Administrator's escrow account a lump sum up to five hundred and fifty million dollars (\$550,000,000). The payment shall be made as soon as possible and at the earliest reasonable direction by the Special Master who will provide the Allocation Amount to the Class Action SettlementAdministrator. In addition, Monsanto Company, on behalf of the entities described in Paragraphs 14 and 42, agrees to pay Attorneys' Fees and Expenses as provided under Section VII of the Settlement Agreement. Monsanto Company, on behalf of the entities described in Paragraphs 14 and 42, also agrees to pay Claims Administration Expenses.
- 74. Subject to Paragraph 79(e), any remainder or unclaimed Settlement Funds, that are remaining or unclaimed one (1) year after the date of disbursement of those particular funds, shall be redistributed, at the direction of the Special Master to the Class Action Settlement Administrator, to Settlement Class Members that received an allocation under Special Needs Fund, Part B on a pro-rata basis.

75. Class Member Identification

"As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs."

Initial Settlement Class Members are identified in accordance with the Class Definition using three publicly maintained and available databases, as follows: (1) the U.S. EPA 303(d) list of bodies of water impaired by PCBs; (2) USGS HUC 12 Watersheds; (3) U.S. Census Bureau.

(a) The list of Initial Settlement Class Members is attached hereto as Exhibit A.

- (b) The list of U.S. EPA 303(d) water bodies impaired by PCBs is attached hereto as Exhibit B.
- (c) The list of USGS HUC 12 Watersheds that contain and/or immediately adjoin 303(d) water bodies impaired by PCBs is attached hereto as Exhibit C.

The following geospatial and data overlay analyses reveal the total, finite list of Initial Settlement Class Members:

First, all 303(d) water bodies impaired by PCBs were identified. Then, all USGS HUC 12 Watersheds, which contain and/or are immediately adjoining all 303(d) water bodies impaired by PCBs, were identified. Thirdly, as of June 24, 2020 only, but not later, the NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs, were identified. The U.S. Census Bureau database was used to identify all class members except townships, which were originally identified as MS4 permittees by EPA and then confirmed using the U.S. Census Bureau database.

The total number of Initial Settlement Class Members, as identified in Exhibit A, is 2,528.

76. <u>Settlement Class Allocation</u>

The Settlement Funds of five hundred and fifty million dollars (\$550,000,000) will be allocated into four separate Allocation Funds as follows:

(a) Monitoring Fund: \$42,895,000

(b) TMDL Fund: \$250,000,000

(c) Sediments Fund: \$150,000,000

(d) Special Needs Fund: \$107,105,000

Each Allocation Fund will be allocated as described in each corresponding section, below.

77. **Monitoring Fund**:

The Monitoring Fund will provide a minimum payment to <u>all</u> Settlement Class Members as consideration for a class release. The funds are intended to pay for PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law. The total number of nationwide class members is 2,528, each of which will receive payment from the Monitoring Fund as follows:

The Monitoring Fund provides payment at four levels based on whether the Initial Settlement Class Member is a Phase I or Phase II NPDES Permittee, and whether the Initial

Settlement Class Member contains a population of at least 100,000. Independent port districts are excluded from the population consideration and therefore included in levels above 100,000. Phase I Permittees are generally larger than Phase II Permittees. There are two hundred and seventy-three (273) Phase I Initial Settlement Class Members, and there are two thousand two hundred and fifty-five (2,255) Phase II Initial Settlement Class Members. Notwithstanding of any other payment made within the Allocation, Phase I Initial Settlement Class Members with populations greater than or equal to 100,000 and Phase I independent port districts each will receive thirty thousand dollars (\$30,000); Phase I Initial Settlement Class Members with populations less than 100,000 each will receive twenty thousand dollars (\$20,000); Phase II Initial Settlement Class Members with populations greater than or equal to 100,000 and Phase II independent port districts each will receive twenty-five thousand dollars (\$25,000); Phase II Initial Settlement Class Members with populations less than 100,000 each will receive fifteen thousands dollars (\$15,000). Any amounts allocated to a Settlement Class Member that opts out will be reallocated within the formula for the Monitoring Fund.

- (a) Phase I \geq 100,000 pop. and Phase I independent port districts: 124 x \$30,000 = \$3,720,000
- (b) Phase I < 100,000 pop.: 149 x \$20,000 = \$2,980,000
- (c) Phase II \geq 100,000 pop. and Phase II independent port districts: 237 x \$25,000 = \$5,925,000
- (d) Phase II < 100,000 pop.: 2018 x \$15,000 = \$30,270,000

78. TMDL Fund:

- (\$250,000,000) and includes only those Initial Settlement Class Members that are subject to and/or responsible for, as of June 24, 2020 only, but not later, a TMDL, TMDL Alternative, or TMDL Direct-to-Implementation regulation, promulgated or updated after January 1, 2010, wherein PCB is a named constituent. There are two hundred and forty-two (242) TMDL Fund Entities, as of June 24, 2020 only, but not later, as listed in and attached hereto as Exhibit D. TMDL funds are intended to compensate Settlement Class Members for restitution and remediation including mitigation of contaminated property, stormwater, and/or stormwater systems, including compliance with a TMDL. Any amounts allocated to a Settlement Class Member that opts out will be reallocated within the formula for the TMDL Fund.
- (b) Allocation Algorithm. The TMDL Funds of \$250,000,000 are further allocated among all 242 TMDL Fund Entities using the following TMDL Allocation Calculation: for all TMDL Fund Entities, multiply (1) the total jurisdictional area within any HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body with a PCB TMDL, by (2) the USGS Geodatabase Imperviousness of such jurisdictional area (known as "Weighted Imperviousness").

Then, proportionally normalize¹ all Weighted Imperviousness values to calculate a weighted, relative percentage for each TMDL Fund Entity. Lastly, multiply (1) the weighted, relative percentage for each TMDL Fund Entity, by (2) the total fund less Population Factor Awards. A 0.7 multiplier is applied to any TMDL Fund Entity with a population of less than one hundred thousand (100,000).

- (c) Large Population Factor. To account for population as a factor in the equitable allocation of the TMDL Fund, each TMDL Fund Entity town, city, village, borough, or township with a population of more than 1 million, and each TMDL Fund Entity county with a population of more than 2 million, will receive a Population Factor Award of \$2 million.
- (d) **Maximum Allowance.** No TMDL Fund Entity shall recover more than seven million five hundred thousand dollars (\$7,500,000) as an absolute maximum recovery under the TMDL Fund, regardless of whether a Population Factor Award would otherwise have provided for an amount greater than \$7,500,000.

79. **Sediment Sites Fund**:

- (a) Sediment Sites Fund. Subject to Paragraph 79(e), the Sediment Sites Fund is initially allocated one hundred and fifty million dollars (\$150,000,000) and includes those Initial Settlement Class Members that, as of June 24, 2020 only, but not later, are a Noticed Party or named Responsible Party in at least one of three types of regulated Sediment Sites wherein PCBs have contaminated sediments due to stormwater contribution. The three types of Sediments Sites include only the following: (1) U.S. EPA Superfund Sites, (2) U.S. EPA Large Sediment Sites, and/or (3) Clean Water Act Category 4b Sites/Waters. Sediment Site funds are intended to compensate Class Members for restitution and remediation, including mitigation of contaminated property, stormwater and/or stormwater systems, and including compliance with a regulatory process.
- (b) Qualifying Sediment Sites. The following is the list of the nine (9) Sediment Sites wherein at least one Initial Settlement Class Member, as of June 24, 2020 only, but not later, is a Noticed Party or named Responsible Party due to stormwater contribution of PCBs: Diamond Alkali-Lower Passaic River (Newark, New Jersey); Newtown Creek (New York, New York); Gowanus Canal (New York, New York); Lower Duwamish Waterway (Seattle, Washington); Portland Harbor (Portland, Oregon); Commencement Bay, Near Shore/Tide Flats (Tacoma,

 $\left(\frac{\text{Class member's impervious TMDL land area}}{\Sigma \text{ Impervious TMDL land areas of all TMDL fund class members}}\right) x \text{ (Total TMDL fund - } \Sigma \text{ population bonus)*}$

¹ TMDL fund class member portion =

^{*}TMDL fund class member exceeding 3% of total TMDL fund will be capped at 3% of the total TMDL fund. These TMDL fund class members will be subtracted from the proportional calculation of the TMDL fund. A 0.7 multiplier is applied to any TMDL Fund Entity with a population of less than 100,000.

- Washington); Harbor Island (Lead) (Seattle, Washington); Pacific Sound Resources (Seattle, Washington); San Diego Bay (San Diego, California).
- (c) Qualifying Sediment Site Entities. The following is the list of the twelve (12) Initial Settlement Class Members that, as of June 24, 2020 only but not later, are Noticed Parties or named Responsible Parties, due to stormwater contribution of PCBs, in at least one Sediment Site: City of Newark, New Jersey; City of New York, New York; City of Seattle, Washington; King County, Washington; Port of Seattle, Washington; City of Tukwila, Washington; City of Tacoma, Washington; Port of Tacoma, Washington; City of Portland, Oregon; Port of Portland, Oregon; City of San Diego, California; Port of San Diego, California.
- (d) Special Master Allocation. The Sediment Sites Fund will be further allocated among the Qualifying Sediment Site Entities identified in Paragraph 79(c) above, other than any Opt-Out Litigating Entity, pursuant to a Court-appointed Special Master, who will equitably allocate Sediment Site funds, upon application, based on the totality and relativity of the following PCB-caused factors: past costs and expenses spent as of the date of the application for Sediment Site remediation; past costs and expenses spent as of the date of the application for other mitigation required due to the Sediment Site; as estimated, including with documents and evidence the future costs and expenses that will be spent for Sediment Site remediation; as estimated, including with documents and evidence the future costs and expenses that will be spent for mitigation required due to the Sediment Site; and any other important factors or information deemed relevant by the Special Master. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Federal Rule of Evidence section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. At the discretion of the Special Master, Defendant may have access to the information for business purposes only, such as insurance or other business needs, provided however that such materials are maintained by Defendant as confidential to the extent legally allowable. The Class Action Settlement Administrator shall also provide Monsanto with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. Documents related to the Portland Harbor Superfund Site shall remain confidential in any event during the pendency of the Portland Harbor Superfund Site action. The standard for any judicial oversight or review, if any, of the Special Master will be a "de novo" standard.
- (e) **Sediment Sites Application.** The Sediment Sites Application is attached hereto as Exhibit F. To the extent a non-Litigating Entity Qualifying Sediment Site Entity opts out of the Settlement Class, or a Qualifying Sediment Site Entity does not opt out but fails to submit an Application, the Special Master will rely on the Allocation Experts to determine, upon application completed by the Allocation Experts, the

allocation amount that could have been otherwise allocated to the Qualifying Sediment Site Entity that did not submit an application. Settlement Class Members that do not return a completed application or that return a late application will forfeit the right to appeal as described in subsection (f) below, but will not forfeit the receipt of Reserve Funds, distributed pro-rata after all appeals are exhausted. Settlement Funds allocated to any non-Opt-Out Qualifying Sediment Entities shall be disbursed in accordance with this Agreement. Settlement Funds allocated to any non-Litigating Entity Qualifying Sediment Site Entities on a pro-rata basis as determined by the Special Master. For each Opt-Out Litigating Entity Qualifying Sediment Site Entity, the Sediment Sites Fund shall be reduced by \$12,500,000 (\$150,000,000/12=\$12,500,000) and this amount shall be subtracted from the total Settlement Fund in Paragraph 73, with the balance of the Sediment Sites Fund being allocated to the Non-Opt-Out Qualifying Sediment Site Entities.

(f) Sediment Site Allocation Appeals and Reserve Funds. The Special Master shall use the Sediment Sites Application to inform, guide, and design an equitable allocation among all eligible applicants. The Special Master may, but is not required to, create an appeals process by utilizing a Sediment Sites Appeals Reserve Fund of up to ten percent (10%) of the final Sediment Sites Fund amount, after any adjustment pursuant to Paragraph 79(e) above. If created by the Special Master, the appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions will be at the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Sediment Sites Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Sediment Site Settlement Class Members on a pro-rata basis. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.

80. Special Needs Funds:

- (a) **Special Needs Funds.** The Special Needs Fund is allocated \$107,105,000, and further allocated into two separate parts known as Special Needs Fund, Part A (\$57,105,000), and Special Needs Fund, Part B (\$50,000,000).
- (b) **Special Needs Fund, Part A.** Special Needs Fund, Part A is allocated fifty seven million one hundred and five thousand dollars (\$57,105,000) to compensate and accommodate those Litigating Entities whose time, energy, effort, attorney work product, costs, expenses, and risk of litigation helped to cause the entire Class Settlement, for the benefit of all 2,528 Initial Settlement Class Members.
- (c) Litigating Entities. Special Needs Fund, Part A is available only to those Initial Settlement Class Members that are Litigating Entities. Litigating Entities are Initial Settlement Class Members that, as of June 24, 2020 only, but not later, (1) have

filed tort, public nuisance, and/or product liability lawsuits against Defendants for PCB contamination of stormwater and sediment, and/or (2) that are Named Class Members. Litigating Entities include only the following fifteen (15) Initial Settlement Class Members: City of Chula Vista, City of San Diego, Unified Port District of San Diego, City of Long Beach, County of Los Angeles, City of San Jose, City of Berkeley, City of Oakland, City of Portland, Port of Portland, City of Seattle, City of Tacoma, City of Spokane, City of Baltimore, and Baltimore County.

- (d) Special Master Allocation. Special Needs Fund, Part A, will be further allocated pursuant to a Court-appointed Special Master, who will equitably and reasonably allocate Part A funds, upon application, based on the totality and relativity of the following factors: whether outside counsel was retained; whether a lawsuit was filed; how long the lawsuit was filed at the time of Preliminary Class Approval; the case posture and procedure of any lawsuit; the amount, time, energy, cost, and productivity during discovery with Defendants; the retention of experts; the development of expert testimony and reports; the preparation and presentation of experts for deposition; the litigation of significant motions, including but not limited to motions to dismiss, discovery motions, motions for summary judgment or adjudication, in limine motions, and other motions; and any other important factors or information deemed relevant by the Special Master as having a significant impact on, or catalyst for, this Settlement. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Federal Rule of Evidence section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. The Class Action Settlement Administrator shall also provide Monsanto with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. The standard for any judicial oversight or review, if any, of the Special Master will be a "de novo" standard. The Special Master will give attention and consideration to any Litigating Entity that has incurred attorneys' fees to outside counsel, other than Lead or Co-Class Counsel. The Special Master will reasonably and equitably prioritize and reimburse any Litigating Entity that, through outside counsel other than Lead or Co-Class Counsel, incurred reasonable, documented out-of-pocket litigation costs.
- (e) **Restrictions.** Litigating Entities, which as of October 2019, were under contract for representation by Lead or Co-Class Counsel shall not recover for outside counsel fees in the Special Needs Fund, Part A. Litigating Entities that retained outside counsel, and that were not under contract for representation by Lead or Co-Class Counsel, may apply for and receive, subject to Special Master Allocation, an equitable and reasonable allocation for such outside counsel, including attorneys' fees and costs. Nothing herein shall prevent any Litigating Entity from applying for and receiving, subject to Special Master Allocation, an equitable allocation for inhouse or general counsel fees, overhead, salaries, time, energy, costs, resources,

- and/or attention, including but not limited to city attorneys, county counsel, and/or general counsel.
- (f) Application and Forfeiture. The Special Needs Fund, Part A Application is attached hereto as Exhibit G. The Special Master shall use the Special Needs Fund, Part A Application to inform, guide, and design an equitable allocation among all eligible applicants. Litigating Entities that do not timely return a completed application forfeit any right to Part A Funds.
- (g) **Part A Appeals and Reserve Funds.** The Special Master may, but is not required to, create an appeals process by utilizing a Part A Appeals Reserve Fund of up to ten percent (10%) of the \$57,105,000 fund. If created by the Special Master, the appeals process will allow for one (1) *de novo* appeal from each eligible applicant, and any decisions will be the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part A Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Litigating Entities on a pro-rata basis. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.
- (h) **Special Needs Fund, Part B.** Special Needs Fund, Part B, is allocated fifty million dollars (\$50,000,000) and available to all Settlement Class Members who apply and make a showing, in the discretion of the Special Master, of a significant regional, state, or national benefit, cost, or contribution regarding 303(d) bodies of water impaired by PCBs through stormwater and/or dry weather runoff, and such benefit, cost, or contribution is not otherwise encompassed within any other part of this Allocation.
- (i) Special Master Allocation, Application, and Forfeiture. The Special Needs Fund, Part B Application is attached hereto as Exhibit H. The Special Master shall use the Special Needs Fund, Part B Application to equitably allocate Part B Funds among only those who apply. Settlement Class Members who do not apply will receive no Part B Funds. Application does not guarantee that the Special Master will allocate Part B Funds to the applicant. Some Part B applicants may not receive any Part B Funds. The Special Master shall use the Special Needs Fund, Part B Application to inform, guide, and design an equitable allocation among all eligible applicants. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Federal Rule of Evidence section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Claims Administrator, and the Court. At the discretion of the Special Master,

Defendant may have access to the information for business purposes only, such as insurance or other business needs, provided however that such materials are maintained by Defendant as confidential to the extent legally allowable. The Class Action Settlement Administrator shall also provide Monsanto with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. Documents related to the Portland Harbor Superfund Site shall remain confidential in any event during the pendency of the Portland Harbor Superfund Site action. Settlement Class Members that do not timely return a completed application forfeit any right to Part B Funds.

- (j) Part B Appeals and Reserve Funds. The Special Master may, but is not required to, create an appeals process by utilizing a Part B Appeals Reserve Fund of up to ten percent (10%) of the \$50,000,000 fund. If created by the Special Master, the appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions, including regarding eligibility, will be the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part B Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Part B awarded applicants only on a pro-rata basis. Part B applicants who did not receive an award under either an initial application or an appeal will not receive any pro-rata distribution after all appeals are exhausted. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.
- (k) **Part B Equitable Purpose.** The Special Master may, in his sole discretion, fairly and reasonably, and consistent with the intention and general structure of the terms of the Allocation, equitably balance monetary allocations to Settlement Class Members to the extent that any did not receive a proper and appropriate Allocation in accordance with the terms herein.
- 81. [Intentionally omitted by the Parties.]

V. NOTICE OF PROPOSED SETTLEMENT TO SETTLEMENT CLASS MEMBERS

- 82. Notice of the Settlement to Settlement Class Members shall be provided pursuant to orders of the Court.
- 83. The Parties agree that reasonable notice of this Agreement consistent with Due Process requirements of the United States Constitution shall be given to any and all Settlement Class Members. To effectuate such notice, Lead Class Counsel has agreed to engage the Class Action Settlement Administrator to advise them and administer the Notice process. Although Lead Class Counsel will be responsible for ensuring the Notice process is effectuated, Defendant's Counsel will have continued involvement in the Notice process. The text of the Notice and the mechanisms for distributing the Notices shall be subject to the approval of the Court and shall be the responsibility of the Class Action Settlement Administrator.

Initial Settlement Class Members have been identified in accordance with the Class Definition using three publicly maintained and available databases, as follows: (1) the U.S. EPA 303(d) list of bodies of water impaired by PCBs; (2) USGS HUC 12 Watersheds; (3) U.S. Census Bureau. Initial Settlement Class Members are identified as:

As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.

- As part of the Notice Plan, the Class Action Settlement Administrator shall send the Direct 84. Notices, substantially in the form attached hereto as Exhibit I, by U.S. Mail, to each member of the Settlement Class identified by the Parties through reasonable efforts as set forth above. All reasonable efforts will be made to notify each Class Member's in-house counsel or managing executive. Lead Class Counsel shall promptly provide this information to the Class Action Settlement Administrator who shall then mail Direct Notice within five days after the issuance of the Preliminary Approval Order, unless otherwise directed by the Court. The Class Action Settlement Administrator will promptly log each Direct Notice that is returned as undeliverable and shall provide copies of the log to Class Counsel and Defense Counsel. The Class Action Settlement Administrator shall take reasonable steps to re-mail all undeliverable Direct Notices to updated addresses provided by the National Change of Address Database maintained by the United States Post Office or by other means. In the event that any Direct Notice mailed to a Settlement Class Member is returned as undeliverable a second time, then no further mailing shall be required. Where the Class Action Settlement Adminstrator re-mails Direct Notice, the sixty (60) day deadlines to request exclusion or object as set forth in Sections VI.A and B shall apply from the date of the initial mailing attempt that was returned as undeliverable.
- 85. The Direct Notice, substantially in the form attached as Exhibit I or in such other form as directed by the Court, shall advise Settlement Class Members of the following:
 - (a) General Terms: The Notice shall contain a plain and concise description of the nature of the Action; the fact of preliminary certification of the Settlement Class for settlement purposes; and the proposed Settlement itself, including a description of the Settlement Class Members, the benefits under the proposed Settlement, and what claims are released under the proposed Settlement.
 - (b) Requests for Exclusion: The Notice shall inform Settlement Class Members that they have the right to exclude themselves from (opt out of) the Settlement. The Notice shall provide the deadlines and procedures for exercising this right.
 - (c) Objections: The Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Final Approval Hearing. The Notice shall provide the deadlines and procedures for exercising these rights.

- (d) The Notice shall inform Settlement Class Members about the amounts being sought by Class Counsel as Attorneys' Fees and Expenses.
- 86. The Class Action Settlement Administrator shall maintain records of all of its activities, including logs of all telephone calls received and all mailings, and shall maintain an electronic database reflecting the running tally of all calls received and number and types of materials mailed by it in connection with this Settlement.
- 87. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), Defendant's Counsel shall serve notice of the settlement via First Class Mail on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Settlement Agreement with the Court. A proposed form of CAFA notice, without the accompanying attachments, is attached as Exhibit J.
- 88. The Class Action Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Notices; (b) handling returned mail not delivered to Settlement Class Members; (c) attempting to obtain updated address information for any Direct Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (f) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; and (g) otherwise implementing and/or assisting with the dissemination of the Notice of the Settlement. The Class Action Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claims Process and related administrative activities.
- 89. If the Class Action Settlement Administrator fails to perform adequately on behalf of Defendant or the Settlement Class, the Parties may agree to remove the Class Action Settlement Administrator. If counsel cannot resolve the issue after a good faith attempt to do so, they will refer the matter to the Court for resolution.
- 90. The Class Action Settlement Administrator may retain one or more persons to assist in the completion of his or her responsibilities as reasonably necessary to fulfill the Class Action Settlement Administrator's duties herein.
- 91. Not later than twenty-one (21) days before the date of the Final Approval Hearing, the Class Action Settlement Administrator shall file with the Court a list of those persons who have opted out of or objected to the Settlement. The Class Action Settlement Administrator shall also file with the Court proof, by affidavit or declaration, of the aforesaid publications and mailings as well as the details outlining the scope, method and results of the Notice program.
- 92. The Class Action Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.
- 93. The cost of the above Notice shall be paid by Defendant.

VI. OBJECTIONS/REQUESTS FOR EXCLUSION/CANCELLATION

A. Requests for Exclusion

- 94. A Settlement Class Member may opt out of the Settlement Class. To exercise this exclusion right, the Settlement Class Member must send a written notification of the decision to request exclusion via certified or first class mail to the Class Action Settlement Administrator. The request for exclusion must bear the signature of the Settlement Class Member (even if represented by counsel), and the Settlement Class Member's current address and telephone number. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member. Such requests must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Agreement, the Parties will request that the deadline for submission of requests for exclusion shall be set on a date no less than sixty (60) days after the Direct Notices are mailed. That deadline will be stated in the Direct Notice. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid. The Class Action Settlement Administrator shall forward within five (5) days copies of any written requests for exclusion to Lead Class Counsel and Defendant's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Class Action Settlement Administrator no later than twenty-one (21) days before the Final Approval Hearing. If a potential Settlement Class Member files a request for exclusion, he or she may not file an objection under Paragraphs 98-101.
- 95. Any Settlement Class Member who has not timely and properly filed a written request for exclusion as provided in Paragraph 94 shall be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to relief under or affected by this Agreement.
- 96. Settlement Class Members who have elected to opt out of the Settlement Class may withdraw their opt out requests prior to the Effective Date, but only if they accept the benefits and terms of this Settlement and dismiss with prejudice any other pending action against Defendant arising out of PCB-related impairments to water bodies.
- 97. Lead Class Counsel shall have the right to contact persons who file exclusion requests and to challenge the timeliness and validity of any exclusion requests, as well as the right to effect the withdrawal of any exclusion filed in error and any exclusion request which a Settlement Class Member wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. The Court shall determine whether any of the contested opt-outs are valid.

B. Objections

98. A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via certified or first class mail to the Court and the Class Action Settlement Administrator. The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, and state the exact nature of the objection including any legal support the Settlement Class Member wishes to introduce in support of the

objection, and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member and state whether the attorney representing the objector will appear at the Final Approval Hearing. Such objection must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Agreement, the Parties will request that the deadline for submission of notice of objections shall be set on a date no less than sixty (60) days after the Direct Notices are mailed. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

- 99. The Class Action Settlement Administrator shall forward any objection(s) to Class Counsel and Defendant's Counsel within five (5) days of receipt.
- 100. Any Settlement Class Member who fails to comply with the provisions of Paragraph 94-98 above shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement or Final Approval Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.
- 101. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of an Application and other requirements herein.

C. Cancellation

102. Before the Parties move the Court for Final Approval of the Settlement, Defendant has the option to withdraw from the settlement, if any Named Class Action Plaintiff listed in Paragraph 27 or more than two percent (2%) of the Settlement Class Members opt out of the Settlement.

VII. ATTORNEYS' FEES AND EXPENSES

103. In advance of the date set by the Court for Objections, Class Counsel agrees to request approval of an award of all Attorneys' Fees and Expenses in a total amount not to exceed \$98,000,000 to be paid in addition to the total Settlement Fund for Settlement Class Members. Class Counsel's Attorneys' Fees and Expenses are separate and apart from, and therefore will not be deducted from, the Settlement Fund. Defendant agrees to pay only the amount of Attorneys' Fees and Expenses actually awarded by the Court within thirty (30) days of the Effective Date. The amount of Attorneys' Fees and Expenses was negotiated during the mediation process after the substantive terms of the Settlement, including the Settlement Fund amount for Settlement Class Members, were finalized. In support of its request for a Court award of Attorneys' Fees and Expenses, Lead Class Counsel may attach a declaration of the Mediator, declarations of other experts, and additional supporting documentation.

- 104. If the request for an award of Attorneys' Fees and Expenses is finally approved by the Court and upheld on any appeal, then Defendant shall pay the amount ordered by the Court via electronic transfer to Lead Class Counsel within thirty (30) days after the Effective Date, provided that Lead Class Counsel has submitted appropriate routing information and payment information reasonably necessary for Defendant to process such transfer.
- 105. Lead Class Counsel shall distribute Attorneys' Fees and Expenses to Co-Class Counsel. Should a dispute arise regarding the distribution, the cost shall be borne by Class Counsel. Neither this Agreement nor the Class Benefit are conditioned on the award of any particular amount of Class Counsel Attorneys' Fees and/or Expenses. No Attorneys' Fees and/or Expenses will be paid from the Settlement Fund.

VIII. MUTUAL RELEASE

- 106. Upon entry of the Final Approval Order, Defendant and Released Persons will have released all claims arising from PCB contamination that were or could have been alleged against any Named Class Plaintiffs, Settlement Class Members, and/or Releasing Persons. Upon entry of the Final Approval Order, the Releasing Persons will have released the Released Persons from the Released Claims. All Releases provided herein shall be mutual between Plaintiffs, Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Nothing in this Agreement shall affect or limit any defenses Defendant may have in or against any claims or actions asserted against Defendant by any person or persons who are not parties to this Settlement Agreement for any Released Claim, including but not limited to any defense based on protection from contribution claims or actions under any applicable federal, state, or local law.
- 107. Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Settlement Class Member, including without limitation, any derivative actions or claims asserted by any insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other persons, firms, corporations, associations, and other legal entities who may claim through them in a derivative manner.
- 108. If any Settlement Class Member brings an action or asserts a claim against Defendant contrary to the terms of the Settlement Agreement, Defendant shall provide Lead Class Counsel with a copy of the Settlement Class Member's complaint. Lead Class Counsel agrees to contact counsel of record for the Settlement Class Member and advise him or her of the Settlement Agreement.

IX. MISCELLANEOUS PROVISIONS

A. For Settlement Purposes Only/No Admissions

109. The Settlement Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by Defendant in the Action; (b) the propriety of class certification or proceeding in whole or in part on a classwide basis for purposes of litigation and/or trial in this Action or any future action against one or more Defendant or any

Released Party; or (c) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Defendant or Released Party.

In the event that this Agreement does not become effective for any reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, proceedings, and pleadings relating thereto, and the fact that the Parties agreed to the Agreement, shall be without prejudice to the rights of Plaintiffs or Defendant or any Settlement Class Member, shall not be used for any purpose whatsoever in any subsequent proceeding in this Action or in any other action in any court or tribunal, and shall not be construed as an admission or concession by any party of any fact, matter, or allegation. In the event that this Agreement does not become effective, Plaintiffs, Defendant, and the Settlement Class Members shall be restored without prejudice to their respective positions as if the Agreement, any application for its approval by the Court, and the proposed amended complaint in the City of Long Beach action had not been made, submitted, or filed. Notwithstanding the foregoing, in the event that the Court should refuse to approve any material part of this Agreement or the Exhibits thereto or if, on appeal, an appellate court fails to affirm the judgment entered pursuant to this Agreement, then the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Settlement as so amended. Neither any award to a Named Class Plaintiff in an amount less than that sought, nor an award of attorneys' fees, costs, and disbursement to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that causes the Agreement to become null and void pursuant to this section.

B. <u>Alternative Dispute Resolution</u>

- 111. So that the Settling Parties do not have to return to Court, if any disputes arise out of finalization of the settlement documentation or out of the Settlement itself, said disputes are to be resolved by the Mediator first by way of mediation. If for any reason the Mediator is unavailable or has a conflict, the Settling Parties will agree on a substitute neutral so that this clause may be enforced without returning to Court. If the Settling Parties cannot agree upon a substitute neutral, they will jointly petition either the Mediator or the Court to select a neutral for them to enforce this clause.
- 112. If the Parties cannot resolve disputes via mediation, the Court will retain jurisdiction to enforce the terms of this Agreement and will be the ultimate arbiter of any disagreements.
- 113. Nothing in this provision is intended to prevent the Court from exercising its authority to inquire about the bases for settlement, settlement terms, the implementation of the settlement, or the information provided to the Court in connection with preliminary or final approval of the Settlement.

C. Exclusive Remedy; Dismissal of Actions; Continuing Jurisdiction of the Court

114. Each and every Settlement Class Member who has not requested exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all releases).

- 115. This Agreement shall be the sole and exclusive remedy for any and all Released Claims, and upon entry of the Final Judgment by the Court, each Settlement Class Member who has not opted out of the Class shall be barred from initiating, asserting, or prosecuting any such Released Claims against Defendant.
- 116. Upon the entry of the Final Approval Order, this Action will be dismissed with prejudice.
- 117. No later than ten (10) days following the Effective Date, the Parties shall file a joint stipulation of voluntary dismissal with prejudice and without costs under Fed. R. Civ. P. 41 in each of the related Underlying Actions.

D. Best Efforts

118. The Parties, Lead Class Counsel, Co-Class Counsel, and Defendant's Counsel agree to use their best efforts to obtain Court approval of this Settlement, and agree to support all terms of the Settlement Agreement in documents filed with the Court. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

E. Administrative Costs

119. Except as provided in Sections V (Notice) and VII (Attorneys' Fees and Expenses), each of the Named Class Plaintiffs and the Defendant shall be solely responsible for his, her, or its own costs and expenses.

F. <u>Taxes</u>

120. Plaintiffs, Settlement Class Members, Lead Class Counsel, and Co-Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

G. Public Statements

121. Lead Class Counsel, Co-Class Counsel, and Defendant's Counsel shall not disparage the terms of this Settlement Agreement.

H. Complete Agreement

122. This Settlement Agreement and its Exhibits represent the complete agreement as to each and every term agreed to by and among Named Class Plaintiffs, the Settlement Class Members, and Defendant. The Settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering into this Settlement Agreement, no Party has made or relied on any warranty, promise, inducement or representation not specifically set forth herein. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by Lead Class Counsel and Defendant's Counsel. The Parties agree that California law applies to the interpretation of this Agreement.

123. All the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of the Agreement.

I. <u>Headings for Convenience Only</u>

124. The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

J. No Party Is the Drafter

125. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

K. Binding Effect

126. This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, Named Class Plaintiffs, Settlement Class Members, and Defendant, and their respective agents, successors, and assigns.

L. Authorization to Enter Settlement Agreement

- 127. Lead Class Counsel represents that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Named Class Plaintiffs and the Settlement Class Members, and to enter into, and to execute, this Settlement Agreement on behalf of Named Class Plaintiffs and the Settlement Class Members, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).
- 128. Defendant represents and warrants that: (a) it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Defendant; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind Defendant to its terms; and (d) this Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligations.
- 129. Lead Class Counsel and Defendant's Counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

M. <u>Execution in Counterparts</u>

130. This Settlement Agreement may be executed in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile signatures shall be considered as valid signatures as of the date signed, although the original signature dates shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by Lead Class Counsel and Defendant's Counsel.

N. California Civil Code § 1542

131. The Parties have read, understood, and consulted with their attorneys and have been fully advised by them as to the contents and meaning of Section 1542 of the Civil Code of California, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties shall be deemed to have knowingly and voluntarily waived and relinquished all rights and benefits afforded by California Civil Code Section 1542, and by any comparable statutory provision or common law rule that provides, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected the settlement. The Parties hereby agree and acknowledge that this waiver is an essential term of this Settlement Agreement without which the consideration given herein by Defendant would not have been given.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

Signatures start on next page

FINAL FOR EXECUTION

CITY OF LONG BEACH, a municipal corporation

By:

Date: 12-21-20

Thomas B. Modica City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Approved as to form:

CHARLES PARKIN, City Attorney

Date: Dec. 21, 2020

FINAL FOR EXECUTION

DATED: December 22, 2020 COUNTY OF LOS ANGELES

By Scott Kuhn
OFFICE OF THE COUNTY COUNSEL

Rodrigo A. Castro-Silva, Acting County Counsel Scott Kuhn, Assistant County Counsel Andrea Ross, Principal Deputy County Counsel

Tracy Swann, Senior Deputy County Counsel Joseph Mellis, Deputy County Counsel

Attorneys for Plaintiff
COUNTY OF LOS ANGELES

DATED: December 23, 2020

Maria Kachadoorian

CITY OF CHULA VISTA

By Maria Kachadoorian, City Manager

FINAL FOR EXECUTION

DATED: December 28, 2020

CITY OF SAN DIEGO.

Kolando Charvet Mo Chief Financial Officer

DATED: December 28, 2020

MARA W. ELLIØTT, City Attorney

Mark Ankcorn

Chief Deputy City Attorney

DATED: December 22, 2020 CITY OF SAN JOSE

By: Nora Frimann
Nora Frimann (Dec 22, 2020 11:48 PS)

NORA FRIMANN City Attorney

Office of the City Attorney

200 E. Santa Clara Street, 16th Floor San Jose California 95113-1905

Tel: (408) 535-1900

Email: caomain@sanjoseca.gov

Attorneys for City of San Jose

DATED: December 22, 2020 CITY OF OAKLAND

By: Multiple Barbara J. Rarker

City Attorney for the City of Oakland One Frank H. Ogawa Plaza, 6th Floor

Oakland, CA 94612 (510) 238-3601

Counsel for the City of Oakland Subject to City Council Approval DATED: December 28, 2020

CITY OF BERKELEY

Farimah Faiz Brown

City Attorney

CITY OF SPOKANE

Nadine Woodward, Mayor City of Spokane Subject to City Council Approval

DATED: 12/21/2020

Attest:

Approved as to form:



CITY OF TACOMA

Elizabeth A. Pauli Tacoma City Manager

Date: _12/28/2020

Jackie Flowers

Director, Tacoma Public Utilities

Date: 12/28/2020

Approved as to Form:

illiam

William C. Fosbre
Tacoma City Attorney

Date: 12/28/2020

DATED: 12/28/2020

CITY OF PORTLAND

Karen L. Moynahan, OB No. 954924 Chief Deputy City Attorney

Email: karen.moynahan@portlandoregon.gov Subject to Portland City Council Approval

DATED: December 21, 2020

THE PORT OF PORTLAND

By: Curtis Robinhold

Print Name: Curtis Robinhold

As Its: Executive Director

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

FOR THE PORT:

By: ___

Teresa Jacobs

Counsel for The Port of Portland

WITNESS:

BALTIMORE COUNTY, MARYLAND

Gregory E. Gaskins 12.23.2020

By:

County Administrative Officer

Baltimore County Administrative Office

400 Washington Avenue

Towson, Maryland 21204

(410) 887-2450

srodgers@baltimorecountymd.gov

Approved for Form and Legal Sufficiency

James R. Benjamin, Jr. 12.23.2020

James R. Benjamin, Jr. Date

County Attorney

Baltimore County Office of Law

400 Washington Avenue

Towson, Maryland 21204

(410) 887-4420

jrbenjamin@baltimorecountymd.gov

Bar No. 27056

DATED: December 28, 2020

MAYOR AND CITY COUNCIL OF BALTIMORE

Dana P. Moore, Acting City Solicitor

Baltimore City Department of Law 100 N. Holliday Street, Suite 109 Baltimore, MD 21202

443-388-2190

Law.danapmoore@baltimorecity.gov Sara.gross@baltimorecity.gov

DATED: December 28, 2020 Monsanto Company

William B. Dodero

Vice President & Assistant General Counsel

Global Head Litigation

Bayer U.S. LLC

100 Bayer Boulevard

Whippany NJ 07981

United States

Monsanto Company as power of attorney for Pharmacia

LLC.

William B. Dodero

Vice President & Assistant General Counsel

Global Head Litigation

Bayer U.S. LLC

100 Bayer Boulevard

Whippany NJ 07981

United States

Monsanto Company as power of attorney for Solutia, Inc.

William B. Dodero

Vice President & Assistant General Counsel

Global Head Litigation

Bayer U.S. LLC

100 Bayer Boulevard

Whippany NJ 07981

United States

DATED: December 28, 2020

Scott Summy Carla Burke Pickrel BARON & BUDD, PC 3102 Oak Lawn Ave., # 1100 Dallas, Texas 75219

DATED: /2/28/2020

Lead Class Counsel and Counsel for Named Plaintiffs

John P. Fiske BARON & BUDD, PC 11440 W. Bernardo Court, Suite 265 San Diego, CA 92127

Counsel for Defendant

Mark D. Anstoetter Brent Dwerlkotte SHOOK, HARDY & BACON LLP 2555 Grand Blvd.

Kansas City, MO 64108

Exhibit A

Exhibit A – Initial Settlement Class Members

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Anniston AL	AL	21,924	2	\$ 15,000
Calhoun County AL	AL	115,018	2	\$ 25,000
Etowah County AL	AL	102,849	2	\$ 25,000
Gadsden AL	AL	35,622	2	\$ 15,000
Glencoe AL	AL	5,148	2	\$ 15,000
Hokes Bluff AL	AL	4,279	2	\$ 15,000
Oxford AL	AL	21,197	2	\$ 15,000
Rainbow City AL	AL	9,559	2	\$ 15,000
Shelby County AL	AL	211,430	1	\$ 30,000
Southside AL	AL	8,650	2	\$ 15,000
West Memphis AR	AR	25,211	2	\$ 15,000
Agoura Hills CA	CA	20,693	1	\$ 20,000
Alameda CA	CA	79,061	1	\$ 20,000
Alameda County CA	CA	1,650,306	1	\$ 30,000
Albany CA	CA	19,729	1	\$ 20,000
American Canyon CA	CA	20,350	2	\$ 15,000
Anaheim CA	CA	350,848	1	\$ 30,000
Antioch CA	CA	111,074	1	\$ 30,000
Arcadia CA	CA	58,359	1	\$ 20,000
Arcata CA	CA	18,099	2	\$ 15,000
Arroyo Grande CA	CA	18,067	2	\$ 15,000
Artesia CA	CA	16,846	1	\$ 20,000
Azusa CA	CA	49,749	1	\$ 20,000
Baldwin Park CA	CA	76,337	1	\$ 20,000
Bellflower CA	CA	77,681	1	\$ 20,000
Belmont CA	CA	27,192	1	\$ 20,000
Belvedere CA	CA	2,124	2	\$ 15,000
Benicia CA	CA	28,121	2	\$ 15,000
Berkeley CA	CA	121,487	1	\$ 30,000
Beverly Hills CA	CA	34,477	1	\$ 20,000
Big Bear Lake CA	CA	5,235	1	\$ 20,000
Bradbury CA	CA	1,078	1	\$ 20,000
Brawley CA	CA	26,066	2	\$ 15,000
Brentwood CA	CA	60,599	1	\$ 20,000
Brisbane CA	CA	4,716	1	\$ 20,000
Buena Park CA	CA	83,113	1	\$ 20,000
Burlingame CA	CA	30,449	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Butte County CA	CA	226,529	2	\$ 25,000
Calabasas CA	CA	24,113	1	\$ 20,000
Calexico CA	CA	40,046	2	\$ 15,000
Capitola CA	CA	10,178	2	\$ 15,000
Carson CA	CA	92,710	1	\$ 20,000
Cerritos CA	CA	50,436	1	\$ 20,000
Chico CA	CA	91,733	2	\$ 15,000
Chula Vista CA	CA	266,610	1	\$ 30,000
Claremont CA	CA	35,934	1	\$ 20,000
Coachella CA	CA	44,832	1	\$ 20,000
Colma CA	CA	1,512	1	\$ 20,000
Colusa County CA	CA	21,553	2	\$ 15,000
Compton CA	CA	97,410	1	\$ 20,000
Concord CA	CA	129,014	1	\$ 30,000
Contra Costa County CA	CA	1,137,194	1	\$ 30,000
Coronado CA	CA	25,107	1	\$ 20,000
Corte Madera CA	CA	9,868	2	\$ 15,000
Costa Mesa CA	CA	113,092	1	\$ 30,000
Covina CA	CA	48,466	1	\$ 20,000
Culver City CA	CA	39,317	1	\$ 20,000
Cupertino CA	CA	60,955	1	\$ 20,000
Cypress CA	CA	48,877	1	\$ 20,000
Daly City CA	CA	106,941	1	\$ 30,000
Del Mar CA	CA	4,354	1	\$ 20,000
Dixon CA	CA	19,759	2	\$ 15,000
Downey CA	CA	113,066	1	\$ 30,000
Duarte CA	CA	21,763	1	\$ 20,000
Dublin CA	CA	59,561	1	\$ 20,000
East Palo Alto CA	CA	29,823	1	\$ 20,000
El Centro CA	CA	44,021	2	\$ 15,000
El Cerrito CA	CA	25,459	1	\$ 20,000
El Dorado County CA	CA	186,082	2	\$ 25,000
El Monte CA	CA	115,657	1	\$ 30,000
El Segundo CA	CA	16,860	1	\$ 20,000
Emeryville CA	CA	11,782	1	\$ 20,000
Encinitas CA	CA	62,980	1	\$ 20,000
Eureka CA	CA	27,162	2	\$ 15,000
Fairfield CA	CA	114,545	1	\$ 30,000
Folsom CA	CA	77,088	1	\$ 20,000
Foster City CA	CA	34,297	1	\$ 20,000
Fountain Valley CA	CA	56,503	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Fremont CA	CA	233,378	1	\$ 30,000
Garden Grove CA	CA	174,805	1	\$ 30,000
Gardena CA	CA	59,961	1	\$ 20,000
Gilroy CA	CA	55,409	2	\$ 15,000
Glendora CA	CA	51,947	1	\$ 20,000
Gonzales CA	CA	8,448	2	\$ 15,000
Grover Beach CA	CA	13,586	2	\$ 15,000
Hawaiian Gardens CA	CA	14,448	1	\$ 20,000
Hawthorne CA	CA	87,835	1	\$ 20,000
Hayward CA	CA	159,147	1	\$ 30,000
Hercules CA	CA	25,413	1	\$ 20,000
Hermosa Beach CA	CA	19,750	1	\$ 20,000
Hillsborough CA	CA	11,477	1	\$ 20,000
Hollister CA	CA	37,533	2	\$ 15,000
Humboldt County CA	CA	135,000	2	\$ 25,000
Huntington Beach CA	CA	200,541	1	\$ 30,000
Huntington Park CA	CA	58,780	1	\$ 20,000
Imperial Beach CA	CA	27,365	1	\$ 20,000
Imperial CA	CA	17,092	2	\$ 15,000
Imperial County CA	CA	180,268	2	\$ 25,000
Indian Wells CA	CA	5,325	1	\$ 20,000
Indio CA	CA	88,340	1	\$ 20,000
Industry CA	CA	207	1	\$ 20,000
Inglewood CA	CA	110,470	1	\$ 30,000
Irvine CA	CA	265,721	1	\$ 30,000
Irwindale CA	CA	1,429	1	\$ 20,000
La Mesa CA	CA	59,824	1	\$ 20,000
La Palma CA	CA	15,762	1	\$ 20,000
La Quinta CA	CA	40,812	1	\$ 20,000
La Verne CA	CA	32,413	1	\$ 20,000
Lafayette CA	CA	26,154	1	\$ 20,000
Lake Elsinore CA	CA	63,861	1	\$ 20,000
Lakewood CA	CA	80,997	1	\$ 20,000
Larkspur CA	CA	12,392	2	\$ 15,000
Lawndale CA	CA	33,086	1	\$ 20,000
Lemon Grove CA	CA	26,805	1	\$ 20,000
Livermore CA	CA	89,535	1	\$ 20,000
Lomita CA	CA	20,665	1	\$ 20,000
Long Beach CA	CA	469,435	1	\$ 30,000
Los Alamitos CA	CA	11,646	1	\$ 20,000
Los Altos CA	CA	30,750	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Los Angeles CA	CA	3,969,262	1	\$ 30,000
Los Angeles County CA	CA	10,120,540	1	\$ 30,000
Lynwood CA	CA	71,087	1	\$ 20,000
Malibu CA	CA	12,861	1	\$ 20,000
Manhattan Beach CA	CA	35,664	1	\$ 20,000
Marin County CA	CA	260,633	2	\$ 25,000
Marina CA	CA	21,655	2	\$ 15,000
Martinez CA	CA	38,324	1	\$ 20,000
Marysville CA	CA	12,194	2	\$ 15,000
Menlo Park CA	CA	33,986	1	\$ 20,000
Mill Valley CA	CA	14,355	2	\$ 15,000
Millbrae CA	CA	22,773	1	\$ 20,000
Milpitas CA	CA	77,878	1	\$ 20,000
Monrovia CA	CA	37,079	1	\$ 20,000
Monterey CA	CA	28,633	2	\$ 15,000
Monterey County CA	CA	434,767	2	\$ 25,000
Moraga CA	CA	17,439	1	\$ 20,000
Morgan Hill CA	CA	44,393	2	\$ 15,000
Mountain View CA	CA	80,852	1	\$ 20,000
Napa CA	CA	79,781	2	\$ 15,000
Napa County CA	CA	141,185	2	\$ 25,000
National City CA	CA	61,038	1	\$ 20,000
Newark CA	CA	45,857	1	\$ 20,000
Newport Beach CA	CA	86,647	1	\$ 20,000
Norwalk CA	CA	106,002	1	\$ 30,000
Novato CA	CA	55,939	2	\$ 15,000
Oakland CA	CA	420,798	1	\$ 30,000
Oakley CA	CA	40,680	1	\$ 20,000
Orange CA	CA	140,434	1	\$ 30,000
Orange County CA	CA	3,170,707	1	\$ 30,000
Orinda CA	CA	19,510	1	\$ 20,000
Oroville CA	CA	19,018	2	\$ 15,000
Oxnard CA	CA	207,754	1	\$ 30,000
Pacific Grove CA	CA	15,616	2	\$ 15,000
Pacifica CA	CA	39,247	1	\$ 20,000
Palm Desert CA	CA	52,096	1	\$ 20,000
Palo Alto CA	CA	67,406	1	\$ 20,000
Palos Verdes Estates CA	CA	13,558	1	\$ 20,000
Paradise CA	CA	26,505	2	\$ 15,000
Paramount CA	CA	54,840	1	\$ 20,000
Pasadena CA	CA	141,833	1	\$ 30,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Petaluma CA	CA	60,486	2	\$ 15,000
Pico Rivera CA	CA	63,542	1	\$ 20,000
Piedmont CA	CA	11,385	1	\$ 20,000
Pinole CA	CA	19,328	1	\$ 20,000
Pismo Beach CA	CA	8,174	2	\$ 15,000
Pittsburg CA	CA	70,797	1	\$ 20,000
Placer County CA	CA	379,288	2	\$ 25,000
Pleasant Hill CA	CA	34,906	1	\$ 20,000
Pleasanton CA	CA	82,314	1	\$ 20,000
Pomona CA	CA	152,637	1	\$ 30,000
Port Hueneme CA	CA	22,265	1	\$ 20,000
Port of San Diego	CA	#N/A	1	\$ 30,000
Port of Stockton	CA	#N/A	1	\$ 30,000
Rancho Cordova CA	CA	72,183	1	\$ 20,000
Rancho Palos Verdes CA	CA	42,343	1	\$ 20,000
Red Bluff CA	CA	14,147	2	\$ 15,000
Redondo Beach CA	CA	67,905	1	\$ 20,000
Redwood City CA	CA	85,328	1	\$ 20,000
Richmond CA	CA	109,652	1	\$ 30,000
Rio Vista CA	CA	8,613	2	\$ 15,000
Riverside County CA	CA	2,382,570	1	\$ 30,000
Rolling Hills CA	CA	1,883	1	\$ 20,000
Rolling Hills Estates CA	CA	8,216	1	\$ 20,000
Ross CA	CA	2,480	2	\$ 15,000
Sacramento CA	CA	494,324	1	\$ 30,000
Sacramento County CA	CA	1,511,510	1	\$ 30,000
Salinas CA	CA	157,144	1	\$ 30,000
San Anselmo CA	CA	12,573	2	\$ 15,000
San Bernardino County				· · · · · · · · · · · · · · · · · · ·
CA	CA	2,134,174	1	\$ 30,000
San Bruno CA	CA	43,166	1	\$ 20,000
San Buenaventura	6.	440.407		ć 20.000
(Ventura) CA	CA	110,127	1	\$ 30,000
San Carlos CA	CA	29,903	1	\$ 20,000
San Diego CA	CA	1,403,865	1	\$ 30,000
San Diego County CA	CA	3,310,280	1	\$ 30,000
San Dimas CA	CA	34,283	1	\$ 20,000
San Francisco CA	CA	872,795	1	\$ 30,000
San Francisco County CA	CA	872,795	1	\$ 30,000
San Joaquin County CA	CA	732,185	1	\$ 30,000
San Jose CA	CA	1,030,359	1	\$ 30,000
San Leandro CA	CA	90,666	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
San Luis Obispo County CA	CA	281,958	2	\$ 25,000
San Mateo CA	CA	104,420	1	\$ 30,000
San Mateo County CA	CA	768,204	1	\$ 30,000
San Pablo CA	CA	31,018	1	\$ 20,000
San Rafael CA	CA	58,932	2	\$ 15,000
San Ramon CA	CA	75,708	1	\$ 20,000
Sand City CA	CA	382	2	\$ 15,000
Santa Ana CA	CA	334,175	1	\$ 30,000
Santa Clara CA	CA	126,561	1	\$ 30,000
Santa Clara County CA	CA	1,929,581	1	\$ 30,000
Santa Cruz CA	CA	64,452	2	\$ 15,000
Santa Cruz County CA	CA	274,702	2	\$ 25,000
Santa Fe Springs CA	CA	17,983	1	\$ 20,000
Santa Monica CA	CA	92,330	1	\$ 20,000
Sausalito CA	CA	7,137	2	\$ 15,000
Scotts Valley CA	CA	11,929	2	\$ 15,000
Seal Beach CA	CA	24,437	1	\$ 20,000
Seaside CA	CA	34,276	2	\$ 15,000
Sierra Madre CA	CA	11,040	1	\$ 20,000
Signal Hill CA	CA	11,621	1	\$ 20,000
Solana Beach CA	CA	13,417	1	\$ 20,000
Solano County CA	CA	439,300	2	\$ 25,000
Sonoma County CA	CA	503,249	1	\$ 30,000
South El Monte CA	CA	20,837	1	\$ 20,000
South Gate CA	CA	95,396	1	\$ 20,000
South San Francisco CA	CA	67,286	1	\$ 20,000
Stanton CA	CA	38,655	1	\$ 20,000
Stockton CA	CA	306,407	1	\$ 30,000
Suisun City CA	CA	29,391	1	\$ 20,000
Sunnyvale CA	CA	153,633	1	\$ 30,000
Sutter County CA	CA	95,898	2	\$ 15,000
Temple City CA	CA	36,301	1	\$ 20,000
Tiburon CA	CA	9,156	2	\$ 15,000
Torrance CA	CA	146,660	1	\$ 30,000
Tustin CA	CA	80,357	1	\$ 20,000
Union City CA	CA	75,438	1	\$ 20,000
Vallejo CA	CA	121,064	1	\$ 30,000
Ventura County CA	CA	848,921	1	\$ 30,000
Vernon CA	CA	113	1	\$ 20,000
Walnut CA	CA	29,971	1	\$ 20,000
Walnut Creek CA	CA	69,235	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Watsonville CA	CA	53,808	2	\$ 15,000
West Covina CA	CA	107,607	1	\$ 30,000
West Hollywood CA	CA	36,614	1	\$ 20,000
West Sacramento CA	CA	52,946	2	\$ 15,000
Westminster CA	CA	91,602	1	\$ 20,000
Whittier CA	CA	86,732	1	\$ 20,000
Wildomar CA	CA	36,034	1	\$ 20,000
Yolo County CA	CA	215,530	2	\$ 25,000
Yuba City CA	CA	66,308	2	\$ 15,000
Yuba County CA	CA	75,002	2	\$ 15,000
Ansonia CT	СТ	18,807	2	\$ 15,000
Bridgeport CT	СТ	146,353	2	\$ 25,000
Derby CT	СТ	12,564	2	\$ 15,000
Groton CT	СТ	9,093	2	\$ 15,000
Hartford CT	СТ	123,679	2	\$ 25,000
Milford CT	СТ	52,550	2	\$ 15,000
New Haven CT	СТ	130,424	2	\$ 25,000
New London CT	СТ	27,024	2	\$ 15,000
Norwalk CT	СТ	88,487	2	\$ 15,000
Shelton CT	СТ	41,261	2	\$ 15,000
Stamford CT	СТ	129,042	1	\$ 30,000
Stonington CT	СТ	898	2	\$ 15,000
Waterbury CT	СТ	108,473	2	\$ 25,000
West Haven CT	СТ	54,644	2	\$ 15,000
Delaware City DE	DE	1,818	1	\$ 20,000
Dover DE	DE	37,236	2	\$ 15,000
Elsmere DE	DE	6,053	1	\$ 20,000
Middletown DE	DE	21,174	2	\$ 15,000
New Castle County DE	DE	537,750	1	\$ 30,000
New Castle DE	DE	5,033	1	\$ 20,000
Newark DE	DE	33,264	2	\$ 15,000
Newport DE	DE	1,042	1	\$ 20,000
Wilmington DE	DE	70,919	1	\$ 20,000
Honolulu County HI	HI	992,692	1	\$ 30,000
Bettendorf IA	IA	35,742	2	\$ 15,000
Buffalo IA	IA	1,286	2	\$ 15,000
Carter Lake IA	IA	3,799	2	\$ 15,000
Cedar Rapids IA	IA	131,169	2	\$ 25,000
Council Bluffs IA	IA	62,490	2	\$ 15,000
Davenport IA	IA	102,395	2	\$ 25,000
Dubuque IA	IA	58,287	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Le Claire IA	IA	3,967	2	\$ 15,000
Riverdale IA	IA	437	2	\$ 15,000
Lewiston ID	ID	32,645	2	\$ 15,000
Post Falls ID	ID	31,546	2	\$ 15,000
Algonquin IL	IL	30,913	2	\$ 15,000
Alorton IL	IL	1,942	2	\$ 15,000
Alsip IL	IL	19,225	2	\$ 15,000
Alton IL	IL	26,892	2	\$ 15,000
Antioch IL	IL	14,315	2	\$ 15,000
Arlington Heights IL	IL	75,864	2	\$ 15,000
Aurora IL	IL	200,945	2	\$ 25,000
Barrington Hills IL	IL	4,236	2	\$ 15,000
Barrington IL	IL	10,332	2	\$ 15,000
Bartonville IL	IL	6,329	2	\$ 15,000
Batavia IL	IL	26,368	2	\$ 15,000
Beach Park IL	IL	13,990	2	\$ 15,000
Bedford Park IL	IL	591	2	\$ 15,000
Belleville IL	IL	41,857	2	\$ 15,000
Bellevue IL	IL	1,987	2	\$ 15,000
Bellwood IL	IL	19,173	2	\$ 15,000
Belvidere IL	IL	25,223	2	\$ 15,000
Berkeley IL	IL	5,173	2	\$ 15,000
Bethalto IL	IL	9,316	2	\$ 15,000
Bolingbrook IL	IL	74,427	2	\$ 15,000
Boone County IL	IL	53,594	2	\$ 15,000
Bridgeview IL	IL	16,445	2	\$ 15,000
Broadview IL	IL	7,847	2	\$ 15,000
Brookfield IL	IL	18,842	2	\$ 15,000
Buffalo Grove IL	IL	41,419	2	\$ 15,000
Burbank IL	IL	28,996	2	\$ 15,000
Cahokia IL	IL	14,255	2	\$ 15,000
Calumet City IL	IL	36,925	2	\$ 15,000
Carbon Cliff IL	IL	2,011	2	\$ 15,000
Carbondale IL	IL	25,926	2	\$ 15,000
Carpentersville IL	IL	38,228	2	\$ 15,000
Carterville IL	IL	5,870	2	\$ 15,000
Cary IL	IL	17,843	2	\$ 15,000
Caseyville IL	IL	4,045	2	\$ 15,000
Champaign County IL	IL	209,961	2	\$ 25,000
Champaign IL	IL	87,156	2	\$ 15,000
Channahon IL	IL	12,647	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Cherry Valley IL	IL	2,900	2	\$ 15,000
Chicago Heights IL	IL	30,146	2	\$ 15,000
Chicago IL	IL	2,718,946	2	\$ 25,000
Chicago Ridge IL	IL	14,288	2	\$ 15,000
Chillicothe IL	IL	6,209	2	\$ 15,000
Coal Valley IL	IL	3,777	2	\$ 15,000
Collinsville IL	IL	24,753	2	\$ 15,000
Colona IL	IL	5,151	2	\$ 15,000
Columbia IL	IL	10,216	2	\$ 15,000
Cook County IL	IL	5,199,000	2	\$ 25,000
Cortland IL	IL	4,326	2	\$ 15,000
Country Club Hills IL	IL	16,813	2	\$ 15,000
Countryside IL	IL	5,995	2	\$ 15,000
Crainville IL	IL	1,401	2	\$ 15,000
Crest Hill IL	IL	20,691	2	\$ 15,000
Crestwood IL	IL	10,921	2	\$ 15,000
Creve Coeur IL	IL	5,225	2	\$ 15,000
Crystal Lake IL	IL	40,144	2	\$ 15,000
Decatur IL	IL	76,199	2	\$ 15,000
Deerfield IL	IL	18,981	2	\$ 15,000
DeKalb County IL	IL	103,984	2	\$ 25,000
DeKalb IL	IL	42,716	2	\$ 15,000
Des Plaines IL	IL	58,478	2	\$ 15,000
Dolton IL	IL	22,974	2	\$ 15,000
DuPage County IL	IL	931,680	2	\$ 25,000
Dupo IL	IL	3,903	2	\$ 15,000
East Alton IL	IL	6,108	2	\$ 15,000
East Dubuque IL	IL	1,628	2	\$ 15,000
East Dundee IL	IL	3,177	2	\$ 15,000
East Moline IL	IL	21,183	2	\$ 15,000
East Peoria IL	IL	22,861	2	\$ 15,000
East St. Louis IL	IL	26,819	2	\$ 15,000
Edwardsville IL	IL	25,117	2	\$ 15,000
Elgin IL	IL	112,322	2	\$ 25,000
Elk Grove Village IL	IL	33,047	2	\$ 15,000
Evanston IL	IL	75,302	2	\$ 15,000
Evergreen Park IL	IL	19,708	2	\$ 15,000
Fairview Heights IL	IL	16,677	2	\$ 15,000
Flossmoor IL	IL	9,400	2	\$ 15,000
Forest Park IL	IL	14,067	2	\$ 15,000
Fox Lake IL	IL	10,532	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Fox River Grove IL	IL	4,651	2	\$ 15,000
Franklin Park IL	IL	18,165	2	\$ 15,000
Geneva IL	IL	21,837	2	\$ 15,000
Germantown Hills IL	IL	3,486	2	\$ 15,000
Gilberts IL	IL	7,741	2	\$ 15,000
Glencoe IL	IL	8,946	2	\$ 15,000
Glenview IL	IL	47,725	2	\$ 15,000
Glenwood IL	IL	8,948	2	\$ 15,000
Golf IL	IL	489	2	\$ 15,000
Granite City IL	IL	28,852	2	\$ 15,000
Grayslake IL	IL	20,986	2	\$ 15,000
Green Oaks IL	IL	3,835	2	\$ 15,000
Gurnee IL	IL	30,900	2	\$ 15,000
Hainesville IL	IL	3,661	2	\$ 15,000
Hampton IL	IL	1,790	2	\$ 15,000
Hartford IL	IL	1,373	2	\$ 15,000
Harwood Heights IL	IL	8,575	2	\$ 15,000
Hawthorn Woods IL	IL	8,199	2	\$ 15,000
Henry County IL	IL	49,511	2	\$ 15,000
Hickory Hills IL	IL	14,045	2	\$ 15,000
Highland Park IL	IL	29,699	2	\$ 15,000
Highwood IL	IL	5,353	2	\$ 15,000
Hillside IL	IL	8,111	2	\$ 15,000
Hodgkins IL	IL	1,907	2	\$ 15,000
Hoffman Estates IL	IL	51,871	2	\$ 15,000
Homer Glen IL	IL	24,431	2	\$ 15,000
Homewood IL	IL	19,240	2	\$ 15,000
Indian Head Park IL	IL	3,811	2	\$ 15,000
Inverness IL	IL	7,565	2	\$ 15,000
Island Lake IL	IL	8,079	2	\$ 15,000
Johnsburg IL	IL	6,309	2	\$ 15,000
Joliet IL	IL	148,001	2	\$ 25,000
Justice IL	IL	12,924	2	\$ 15,000
Kane County IL	IL	531,463	2	\$ 25,000
Kendall County IL	IL	124,592	2	\$ 25,000
Kenilworth IL	IL	2,541	2	\$ 15,000
La Grange IL	IL	15,693	2	\$ 15,000
La Grange Park IL	IL	13,536	2	\$ 15,000
Lake Barrington IL	IL	4,920	2	\$ 15,000
Lake Bluff IL	IL	5,675	2	\$ 15,000
Lake County IL	IL	704,644	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Lake Forest IL	IL	19,410	2	\$ 15,000
Lake in the Hills IL	IL	28,817	2	\$ 15,000
Lake Villa IL	IL	8,748	2	\$ 15,000
Lakemoor IL	IL	6,053	2	\$ 15,000
Lakewood IL	IL	3,875	2	\$ 15,000
Lansing IL	IL	28,185	2	\$ 15,000
Lemont IL	IL	16,957	2	\$ 15,000
Libertyville IL	IL	20,480	2	\$ 15,000
Lincolnshire IL	IL	7,278	2	\$ 15,000
Lincolnwood IL	IL	12,572	2	\$ 15,000
Lindenhurst IL	IL	14,534	2	\$ 15,000
Lockport IL	IL	25,176	2	\$ 15,000
Long Grove IL	IL	8,034	2	\$ 15,000
Loves Park IL	IL	23,436	2	\$ 15,000
Machesney Park IL	IL	22,887	2	\$ 15,000
Macon County IL	IL	110,784	2	\$ 25,000
Macon IL	IL	1,136	2	\$ 15,000
Madison County IL	IL	265,733	2	\$ 25,000
Madison IL	IL	3,845	2	\$ 15,000
Marion IL	IL	17,657	2	\$ 15,000
Matteson IL	IL	19,242	2	\$ 15,000
Maywood IL	IL	23,844	2	\$ 15,000
McCullom Lake IL	IL	1,013	2	\$ 15,000
McHenry County IL	IL	307,296	2	\$ 25,000
McHenry IL	IL	26,635	2	\$ 15,000
Melrose Park IL	IL	25,406	2	\$ 15,000
Midlothian IL	IL	14,750	2	\$ 15,000
Milan IL	IL	5,084	2	\$ 15,000
Minooka IL	IL	11,259	2	\$ 15,000
Moline IL	IL	42,400	2	\$ 15,000
Monee IL	IL	5,126	2	\$ 15,000
Montgomery IL	IL	19,616	2	\$ 15,000
Morton Grove IL	IL	23,302	2	\$ 15,000
Mount Carmel IL	IL	7,021	2	\$ 15,000
Mount Prospect IL	IL	55,196	2	\$ 15,000
Mount Zion IL	IL	5,849	2	\$ 15,000
Mundelein IL	IL	31,441	2	\$ 15,000
Niles IL	IL	29,717	2	\$ 15,000
Norridge IL	IL	14,537	2	\$ 15,000
North Aurora IL	IL	17,346	2	\$ 15,000
North Barrington IL	IL	3,008	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
North Chicago IL	IL	29,941	2	\$ 15,000
Northbrook IL	IL	33,547	2	\$ 15,000
Northfield IL	IL	5,504	2	\$ 15,000
Northlake IL	IL	11,380	2	\$ 15,000
Oak Forest IL	IL	27,893	2	\$ 15,000
Oak Lawn IL	IL	56,494	2	\$ 15,000
Oakwood Hills IL	IL	2,046	2	\$ 15,000
Olympia Fields IL	IL	4,920	2	\$ 15,000
Orland Park IL	IL	58,997	2	\$ 15,000
Oswego IL	IL	34,479	2	\$ 15,000
Palatine IL	IL	69,010	2	\$ 15,000
Palos Heights IL	IL	12,490	2	\$ 15,000
Palos Hills IL	IL	17,475	2	\$ 15,000
Palos Park IL	IL	4,862	2	\$ 15,000
Park City IL	IL	7,532	2	\$ 15,000
Park Forest IL	IL	21,822	2	\$ 15,000
Pekin IL	IL	32,764	2	\$ 15,000
Peoria County IL	IL	185,073	2	\$ 25,000
Peoria Heights IL	IL	5,934	2	\$ 15,000
Peoria IL	IL	114,189	2	\$ 25,000
Plainfield IL	IL	42,937	2	\$ 15,000
Pontoon Beach IL	IL	5,703	2	\$ 15,000
Port Barrington IL	IL	1,487	2	\$ 15,000
Prairie Grove IL	IL	1,865	2	\$ 15,000
Prospect Heights IL	IL	16,299	2	\$ 15,000
Rapids City IL	IL	957	2	\$ 15,000
Richton Park IL	IL	13,644	2	\$ 15,000
River Grove IL	IL	10,177	2	\$ 15,000
Riverdale IL	IL	13,462	2	\$ 15,000
Riverwoods IL	IL	3,645	2	\$ 15,000
Robbins IL	IL	5,498	2	\$ 15,000
Rochester IL	IL	3,753	2	\$ 15,000
Rock Island County IL	IL	145,230	2	\$ 25,000
Rock Island IL	IL	38,257	2	\$ 15,000
Rockdale IL	IL	1,953	2	\$ 15,000
Rockford IL	IL	147,781	2	\$ 25,000
Rockton IL	IL	7,494	2	\$ 15,000
Rolling Meadows IL	IL	24,088	2	\$ 15,000
Romeoville IL	IL	39,724	2	\$ 15,000
Roscoe IL	IL	10,562	2	\$ 15,000
Rosemont IL	IL	4,185	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Round Lake Beach IL	IL	27,732	2	\$ 15,000
Round Lake Heights IL	IL	2,706	2	\$ 15,000
Round Lake IL	IL	18,519	2	\$ 15,000
Round Lake Park IL	IL	7,630	2	\$ 15,000
Roxana IL	IL	1,473	2	\$ 15,000
Sangamon County IL	IL	198,004	2	\$ 25,000
Sauget IL	IL	171	2	\$ 15,000
Schaumburg IL	IL	74,650	2	\$ 15,000
Schiller Park IL	IL	11,729	2	\$ 15,000
Sherman IL	IL	4,673	2	\$ 15,000
Shorewood IL	IL	17,040	2	\$ 15,000
Skokie IL	IL	64,494	2	\$ 15,000
Sleepy Hollow IL	IL	3,312	2	\$ 15,000
South Barrington IL	IL	4,929	2	\$ 15,000
South Beloit IL	IL	7,696	2	\$ 15,000
South Chicago Heights IL	IL	4,120	2	\$ 15,000
South Elgin IL	IL	22,387	2	\$ 15,000
South Holland IL	IL	21,901	2	\$ 15,000
South Roxana IL	IL	2,019	2	\$ 15,000
Spring Grove IL	IL	5,677	2	\$ 15,000
Springfield IL	IL	116,540	2	\$ 25,000
St. Charles IL	IL	32,676	2	\$ 15,000
St. Clair County IL	IL	270,342	2	\$ 25,000
Steger IL	IL	9,462	2	\$ 15,000
Stone Park IL	IL	4,931	2	\$ 15,000
Swansea IL	IL	13,543	2	\$ 15,000
Sycamore IL	IL	17,878	2	\$ 15,000
Tazewell County IL	IL	133,887	2	\$ 25,000
Thornton IL	IL	2,468	2	\$ 15,000
Tinley Park IL	IL	56,985	2	\$ 15,000
Tolono IL	IL	3,475	2	\$ 15,000
Tower Lakes IL	IL	1,257	2	\$ 15,000
University Park IL	IL	7,030	2	\$ 15,000
Urbana IL	IL	42,524	2	\$ 15,000
Vernon Hills IL	IL	26,318	2	\$ 15,000
Volo IL	IL	5,203	2	\$ 15,000
Wadsworth IL	IL	3,722	2	\$ 15,000
Washington IL	IL	16,805	2	\$ 15,000
Washington Park IL	IL	3,964	2	\$ 15,000
Wauconda IL	IL	13,801	2	\$ 15,000
Waukegan IL	IL	88,174	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
West Chicago IL	IL	27,330	2	\$ 15,000
West Dundee IL	IL	7,361	2	\$ 15,000
Westchester IL	IL	16,603	2	\$ 15,000
Western Springs IL	IL	13,461	2	\$ 15,000
Wheeling IL	IL	38,479	2	\$ 15,000
Will County IL	IL	688,648	2	\$ 25,000
Willow Springs IL	IL	5,751	2	\$ 15,000
Wilmette IL	IL	27,357	2	\$ 15,000
Winnebago County IL	IL	286,054	2	\$ 25,000
Winnetka IL	IL	12,494	2	\$ 15,000
Winthrop Harbor IL	IL	6,777	2	\$ 15,000
Wonder Lake IL	IL	3,897	2	\$ 15,000
Wood River IL	IL	10,223	2	\$ 15,000
Woodstock IL	IL	25,128	2	\$ 15,000
Worth IL	IL	10,739	2	\$ 15,000
Yorkville IL	IL	18,858	2	\$ 15,000
Zion IL	IL	24,072	2	\$ 15,000
Alexandria IN	IN	5,017	2	\$ 15,000
Allen County IN	IN	369,778	2	\$ 25,000
Anderson IN	IN	55,082	2	\$ 15,000
Angola IN	IN	8,604	2	\$ 15,000
Arcadia IN	IN	1,660	2	\$ 15,000
Auburn IN	IN	13,012	2	\$ 15,000
Bartholomew County IN	IN	82,313	2	\$ 15,000
Battle Ground IN	IN	1,921	2	\$ 15,000
Bedford IN	IN	13,272	2	\$ 15,000
Bloomington IN	IN	84,396	2	\$ 15,000
Boone County IN	IN	64,168	2	\$ 15,000
Bristol IN	IN	1,668	2	\$ 15,000
Brooklyn IN	IN	1,579	2	\$ 15,000
Brownsburg IN	IN	25,365	2	\$ 15,000
Carmel IN	IN	90,762	2	\$ 15,000
Cedar Lake IN	IN	12,205	2	\$ 15,000
Chesterfield IN	IN	2,490	2	\$ 15,000
Chesterton IN	IN	13,377	2	\$ 15,000
Cicero IN	IN	4,818	2	\$ 15,000
Clark County IN	IN	115,598	2	\$ 25,000
Clarksville IN	IN	21,617	2	\$ 15,000
Columbia City IN	IN	8,888	2	\$ 15,000
Columbus IN	IN	47,306	2	\$ 15,000
Crawfordsville IN	IN	16,051	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Crown Point IN	IN	29,247	2	\$ 15,000
Daleville IN	IN	1,597	2	\$ 15,000
Dayton IN	IN	1,624	2	\$ 15,000
Delaware County IN	IN	115,676	2	\$ 25,000
East Chicago IN	IN	28,429	2	\$ 15,000
Edgewood IN	IN	1,863	2	\$ 15,000
Edinburgh IN	IN	4,569	2	\$ 15,000
Elkhart County IN	IN	203,652	2	\$ 25,000
Elkhart IN	IN	52,487	2	\$ 15,000
Ellettsville IN	IN	6,616	2	\$ 15,000
Evansville IN	IN	118,915	2	\$ 25,000
Fishers IN	IN	89,868	2	\$ 15,000
Floyd County IN	IN	76,697	2	\$ 15,000
Fort Wayne IN	IN	263,777	2	\$ 25,000
Fortville IN	IN	3,998	2	\$ 15,000
Frankfort IN	IN	15,780	2	\$ 15,000
Goshen IN	IN	32,919	2	\$ 15,000
Grant County IN	IN	66,680	2	\$ 15,000
Greensburg IN	IN	11,825	2	\$ 15,000
Greenwood IN	IN	56,416	2	\$ 15,000
Griffith IN	IN	16,234	2	\$ 15,000
Hamilton County IN	IN	315,990	2	\$ 25,000
Hamilton IN	IN	1,572	2	\$ 15,000
Hammond IN	IN	77,104	2	\$ 15,000
Hancock County IN	IN	73,728	2	\$ 15,000
Hendricks County IN	IN	160,369	2	\$ 25,000
Highland IN	IN	22,731	2	\$ 15,000
Hobart IN	IN	28,293	2	\$ 15,000
Howard County IN	IN	82,317	2	\$ 15,000
Huntertown IN	IN	6,671	2	\$ 15,000
Huntington IN	IN	17,096	2	\$ 15,000
Indianapolis IN	IN	857,488	1	\$ 30,000
Ingalls IN	IN	2,440	2	\$ 15,000
Jasper IN	IN	15,431	2	\$ 15,000
Jeffersonville IN	IN	46,831	2	\$ 15,000
Johnson County IN	IN	151,575	2	\$ 25,000
Jonesville IN	IN	192	2	\$ 15,000
Kendallville IN	IN	9,851	2	\$ 15,000
Knox County IN	IN	37,331	2	\$ 15,000
Kokomo IN	IN	57,644	2	\$ 15,000
Kosciusko County IN	IN	78,742	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Lafayette IN	IN	72,024	2	\$ 15,000
Lake County IN	IN	704,192	2	\$ 25,000
Lake Station IN	IN	12,048	2	\$ 15,000
LaPorte County IN	IN	110,254	2	\$ 25,000
Lawrence IN	IN	48,364	2	\$ 15,000
Lebanon IN	IN	15,696	2	\$ 15,000
Leo-Cedarville IN	IN	3,758	2	\$ 15,000
Logansport IN	IN	17,744	2	\$ 15,000
Long Beach IN	IN	1,160	2	\$ 15,000
Lowell IN	IN	9,528	2	\$ 15,000
Madison County IN	IN	129,297	2	\$ 25,000
Madison IN	IN	11,845	2	\$ 15,000
Marion IN	IN	28,386	2	\$ 15,000
Martinsville IN	IN	11,619	2	\$ 15,000
McCordsville IN	IN	6,518	2	\$ 15,000
Michigan City IN	IN	31,148	2	\$ 15,000
Mishawaka IN	IN	48,923	2	\$ 15,000
Monroe County IN	IN	145,748	2	\$ 25,000
Montgomery County IN	IN	38,249	2	\$ 15,000
Mooresville IN	IN	9,599	2	\$ 15,000
Morgan County IN	IN	69,628	2	\$ 15,000
Muncie IN	IN	69,174	2	\$ 15,000
Munster IN	IN	22,833	2	\$ 15,000
New Albany IN	IN	36,511	2	\$ 15,000
New Castle IN	IN	17,351	2	\$ 15,000
New Chicago IN	IN	1,968	2	\$ 15,000
New Haven IN	IN	15,462	2	\$ 15,000
Newburgh IN	IN	3,270	2	\$ 15,000
Noblesville IN	IN	60,186	2	\$ 15,000
Osceola IN	IN	2,483	2	\$ 15,000
Parker City IN	IN	1,369	2	\$ 15,000
Pendleton IN	IN	4,264	2	\$ 15,000
Peru IN	IN	11,109	2	\$ 15,000
Plymouth IN	IN	9,982	2	\$ 15,000
Portage IN	IN	36,584	2	\$ 15,000
Porter County IN	IN	167,522	2	\$ 25,000
Porter IN	IN	4,820	2	\$ 15,000
Randolph County IN	IN	25,110	2	\$ 15,000
Richmond IN	IN	36,569	2	\$ 15,000
Roseland IN	IN	633	2	\$ 15,000
Sellersburg IN	IN	8,770	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Seymour IN	IN	19,365	2	\$ 15,000
Shelby County IN	IN	44,259	2	\$ 15,000
Shelbyville IN	IN	19,009	2	\$ 15,000
South Bend IN	IN	101,884	2	\$ 25,000
Southport IN	IN	1,761	2	\$ 15,000
Speedway IN	IN	12,133	2	\$ 15,000
St. Joseph County IN	IN	269,484	2	\$ 25,000
Steuben County IN	IN	34,354	2	\$ 15,000
Terre Haute IN	IN	60,655	2	\$ 15,000
Tippecanoe County IN	IN	190,504	2	\$ 25,000
Trail Creek IN	IN	2,010	2	\$ 15,000
Valparaiso IN	IN	32,963	2	\$ 15,000
Vanderburgh County IN	IN	181,306	2	\$ 25,000
Vigo County IN	IN	107,851	2	\$ 25,000
Vincennes IN	IN	17,575	2	\$ 15,000
Wabash County IN	IN	31,504	2	\$ 15,000
Wabash IN	IN	10,143	2	\$ 15,000
Warrick County IN	IN	62,066	2	\$ 15,000
Warsaw IN	IN	14,561	2	\$ 15,000
Washington IN	IN	12,073	2	\$ 15,000
West Lafayette IN	IN	47,548	2	\$ 15,000
West Terre Haute IN	IN	2,237	2	\$ 15,000
Yorktown IN	IN	11,167	2	\$ 15,000
Zionsville IN	IN	26,063	2	\$ 15,000
Bel Aire KS	KS	7,649	2	\$ 15,000
Derby KS	KS	23,642	2	\$ 15,000
Hutchinson KS	KS	41,224	2	\$ 15,000
Johnson County KS	KS	585,921	2	\$ 25,000
Kechi KS	KS	2,003	2	\$ 15,000
Lawrence KS	KS	95,648	2	\$ 15,000
Mulvane KS	KS	6,301	2	\$ 15,000
Park City KS	KS	7,703	2	\$ 15,000
Sedgwick County KS	KS	513,188	2	\$ 25,000
Valley Center KS	KS	7,338	2	\$ 15,000
Wichita KS	KS	390,549	1	\$ 30,000
Ashland KY	KY	20,871	2	\$ 15,000
Boone County KY	KY	119,379	2	\$ 25,000
Bowling Green KY	KY	65,663	2	\$ 15,000
Boyd County KY	KY	49,606	2	\$ 15,000
Campbell County KY	KY	90,614	2	\$ 15,000
Campbellsville KY	KY	11,370	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Daviess County KY	KY	96,706	2	\$ 15,000
Greenup KY	KY	1,137	2	\$ 15,000
Hardin County KY	KY	106,956	2	\$ 25,000
Henderson KY	KY	27,952	2	\$ 15,000
Jefferson County KY	KY	767,711	1	\$ 30,000
Kenton County KY	KY	159,954	2	\$ 25,000
Oldham County KY	KY	60,435	2	\$ 15,000
Owensboro KY	KY	59,261	2	\$ 15,000
Paducah KY	KY	25,033	2	\$ 15,000
West Point KY	KY	866	2	\$ 15,000
Agawam Town MA	MA	28,693	2	\$ 15,000
Amesbury Town MA	MA	17,337	2	\$ 15,000
Attleboro MA	MA	44,413	2	\$ 15,000
Boston MA	MA	680,470	1	\$ 30,000
Cambridge MA	MA	115,730	2	\$ 25,000
Chelsea MA	MA	40,288	2	\$ 15,000
Chicopee MA	MA	55,342	2	\$ 15,000
Easthampton Town MA	MA	16,051	2	\$ 15,000
Everett MA	MA	46,011	2	\$ 15,000
Fall River MA	MA	89,288	2	\$ 15,000
Franklin Town MA	MA	32,971	2	\$ 15,000
Gardner MA	MA	20,542	2	\$ 15,000
Haverhill MA	MA	63,236	2	\$ 15,000
Holyoke MA	MA	40,266	2	\$ 15,000
Lawrence MA	MA	79,870	2	\$ 15,000
Lowell MA	MA	111,250	2	\$ 25,000
Lynn MA	MA	93,406	2	\$ 15,000
Malden MA	MA	61,159	2	\$ 15,000
Marlborough MA	MA	39,793	2	\$ 15,000
Medford MA	MA	57,849	2	\$ 15,000
Melrose MA	MA	28,118	2	\$ 15,000
Methuen Town MA	MA	49,972	2	\$ 15,000
New Bedford MA	MA	95,070	2	\$ 15,000
Newburyport MA	MA	17,939	2	\$ 15,000
Newton MA	MA	88,604	2	\$ 15,000
North Adams MA	MA	13,068	2	\$ 15,000
Northampton MA	MA	28,561	2	\$ 15,000
Pittsfield MA	MA	42,977	2	\$ 15,000
Quincy MA	MA	94,133	2	\$ 15,000
Revere MA	MA	54,021	2	\$ 15,000
Somerville MA	MA	80,902	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Springfield MA	MA	154,278	2	\$ 25,000
Waltham MA	MA	62,923	2	\$ 15,000
Watertown Town MA	MA	35,141	2	\$ 15,000
West Springfield Town				
MA	MA	28,619	2	\$ 15,000
Weymouth Town MA	MA	55,914	2	\$ 15,000
Winthrop Town MA	MA	18,543	2	\$ 15,000
Worcester MA	MA	185,139	1	\$ 30,000
Aberdeen MD	MD	15,534	2	\$ 15,000
Annapolis MD	MD	39,286	2	\$ 15,000
Anne Arundel County MD	MD	567,665	1	\$ 30,000
Baltimore County MD	MD	828,616	1	\$ 30,000
Baltimore MD	MD	615,849	1	\$ 30,000
Berwyn Heights MD	MD	3,263	2	\$ 15,000
Bladensburg MD	MD	9,412	2	\$ 15,000
Brentwood MD	MD	3,480	2	\$ 15,000
Calvert County MD	MD	91,028	2	\$ 15,000
Capitol Heights MD	MD	4,521	2	\$ 15,000
Cecil County MD	MD	102,567	2	\$ 25,000
Charles County MD	MD	157,336	1	\$ 30,000
Cheverly MD	MD	6,454	2	\$ 15,000
Chevy Chase MD	MD	2,968	2	\$ 15,000
Chevy Chase View MD	MD	979	2	\$ 15,000
Chevy Chase Village MD	MD	2,046	2	\$ 15,000
College Park MD	MD	32,204	2	\$ 15,000
Colmar Manor MD	MD	1,461	2	\$ 15,000
Cottage City MD	MD	1,359	2	\$ 15,000
District Heights MD	MD	5,990	2	\$ 15,000
Edmonston MD	MD	1,493	2	\$ 15,000
Elkton MD	MD	15,681	2	\$ 15,000
Fairmount Heights MD	MD	1,522	2	\$ 15,000
Forest Heights MD	MD	2,576	2	\$ 15,000
Garrett Park MD	MD	1,043	2	\$ 15,000
Glen Echo MD	MD	269	2	\$ 15,000
Glenarden MD	MD	6,183	2	\$ 15,000
Greenbelt MD	MD	23,252	2	\$ 15,000
Harford County MD	MD	250,361	1	\$ 30,000
Havre de Grace MD	MD	13,468	2	\$ 15,000
Hyattsville MD	MD	18,261	2	\$ 15,000
Kensington MD	MD	2,355	2	\$ 15,000
Landover Hills MD	MD	1,647	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Laurel MD	MD	25,885	2	\$ 15,000
Montgomery County MD	MD	1,040,245	1	\$ 30,000
Mount Rainier MD	MD	8,111	2	\$ 15,000
New Carrollton MD	MD	12,961	2	\$ 15,000
North Brentwood MD	MD	555	2	\$ 15,000
Prince George's County MD	MD	907,939	1	\$ 30,000
Riverdale Park MD	MD	7,233	2	\$ 15,000
Seat Pleasant MD	MD	4,775	2	\$ 15,000
Somerset MD	MD	1,271	2	\$ 15,000
Takoma Park MD	MD	17,629	2	\$ 15,000
University Park MD	MD	2,649	2	\$ 15,000
Portland ME	ME	66,898	2	\$ 15,000
South Portland ME	ME	25,538	2	\$ 15,000
Westbrook ME	ME	18,360	2	\$ 15,000
York County ME	ME	202,663	2	\$ 25,000
Algonac MI	MI	4,047	2	\$ 15,000
Allegan County MI	MI	114,995	2	\$ 25,000
Allen Park MI	MI	27,348	2	\$ 15,000
Ann Arbor MI	MI	121,035	1	\$ 30,000
Auburn Hills MI	MI	22,932	2	\$ 15,000
Auburn MI	MI	2,112	2	\$ 15,000
Barton Hills MI	MI	301	2	\$ 15,000
Battle Creek MI	MI	51,451	2	\$ 15,000
Bay City MI	MI	33,351	2	\$ 15,000
Bay County MI	MI	104,469	2	\$ 25,000
Belleville MI	MI	3,889	2	\$ 15,000
Benton Harbor MI	MI	9,910	2	\$ 15,000
Berkley MI	MI	15,356	2	\$ 15,000
Berrien County MI	MI	154,473	2	\$ 25,000
Beverly Hills MI	MI	10,426	2	\$ 15,000
Bingham Farms MI	MI	1,162	2	\$ 15,000
Birmingham MI	MI	21,130	2	\$ 15,000
Bloomfield Hills MI	MI	4,011	2	\$ 15,000
Bridgman MI	MI	2,251	2	\$ 15,000
Brighton MI	MI	7,641	2	\$ 15,000
Buchanan MI	MI	4,335	2	\$ 15,000
Burton MI	MI	28,682	2	\$ 15,000
Cadillac MI	MI	10,386	2	\$ 15,000
Calhoun County MI	MI	134,370	2	\$ 25,000
Cass County MI	MI	51,288	2	\$ 15,000
Center Line MI	MI	8,300	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Clawson MI	MI	12,041	2	\$ 15,000
Clinton County MI	MI	77,619	2	\$ 15,000
Clio MI	MI	2,517	2	\$ 15,000
Davison MI	MI	4,957	2	\$ 15,000
Dearborn Heights MI	MI	56,082	2	\$ 15,000
Dearborn MI	MI	95,018	2	\$ 15,000
Detroit MI	MI	676,883	2	\$ 25,000
DeWitt MI	MI	4,653	2	\$ 15,000
Dexter MI	MI	4,603	2	\$ 15,000
Dimondale MI	MI	1,248	2	\$ 15,000
Douglas MI	MI	1,297	2	\$ 15,000
East Grand Rapids MI	MI	11,704	2	\$ 15,000
East Lansing MI	MI	49,018	2	\$ 15,000
Eastpointe MI	MI	32,635	2	\$ 15,000
Eaton County MI	MI	109,165	2	\$ 25,000
Ecorse MI	MI	9,283	2	\$ 15,000
Edwardsburg MI	MI	1,227	2	\$ 15,000
Essexville MI	MI	3,342	2	\$ 15,000
Farmington Hills MI	MI	81,561	2	\$ 15,000
Farmington MI	MI	10,580	2	\$ 15,000
Fenton MI	MI	11,315	2	\$ 15,000
Ferndale MI	MI	20,213	2	\$ 15,000
Ferrysburg MI	MI	2,994	2	\$ 15,000
Flat Rock MI	MI	9,924	2	\$ 15,000
Flint MI	MI	97,026	1	\$ 20,000
Flushing MI	MI	8,002	2	\$ 15,000
Franklin MI	MI	3,262	2	\$ 15,000
Fraser MI	MI	14,625	2	\$ 15,000
Fremont MI	MI	4,028	2	\$ 15,000
Galesburg MI	MI	2,066	2	\$ 15,000
Garden City MI	MI	26,808	2	\$ 15,000
Genesee County MI	MI	408,901	2	\$ 25,000
Gibraltar MI	MI	4,523	2	\$ 15,000
Grand Beach MI	MI	277	2	\$ 15,000
Grand Blanc MI	MI	7,895	2	\$ 15,000
Grand Haven MI	MI	10,964	2	\$ 15,000
Grand Ledge MI	MI	7,819	2	\$ 15,000
Grand Rapids MI	MI	196,546	2	\$ 25,000
Grandville MI	MI	16,016	2	\$ 15,000
Grosse Pointe Farms MI	MI	9,208	2	\$ 15,000
Grosse Pointe MI	MI	5,224	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Grosse Pointe Park MI	MI	11,198	2	\$ 15,000
Grosse Pointe Woods MI	MI	15,563	2	\$ 15,000
Hamtramck MI	MI	21,934	2	\$ 15,000
Harper Woods MI	MI	13,952	2	\$ 15,000
Hazel Park MI	MI	16,619	2	\$ 15,000
Highland Park MI	MI	10,909	2	\$ 15,000
Holland MI	MI	33,512	2	\$ 15,000
Howell MI	MI	9,595	2	\$ 15,000
Hudsonville MI	MI	7,344	2	\$ 15,000
Huntington Woods MI	MI	6,360	2	\$ 15,000
Ingham County MI	MI	289,937	2	\$ 25,000
Inkster MI	MI	24,603	2	\$ 15,000
Jackson County MI	MI	160,125	2	\$ 25,000
Jackson MI	MI	32,718	2	\$ 15,000
Kalamazoo County MI	MI	261,317	2	\$ 25,000
Kalamazoo MI	MI	75,833	2	\$ 15,000
Keego Harbor MI	MI	3,051	2	\$ 15,000
Kent County MI	MI	643,927	2	\$ 25,000
Kentwood MI	MI	51,753	2	\$ 15,000
Lake Angelus MI	MI	308	2	\$ 15,000
Lake Orion MI	MI	3,128	2	\$ 15,000
Lansing MI	MI	116,635	2	\$ 25,000
Lathrup Village MI	MI	4,160	2	\$ 15,000
Lexington MI	MI	1,107	2	\$ 15,000
Linden MI	MI	3,879	2	\$ 15,000
Livingston County MI	MI	188,582	2	\$ 25,000
Livonia MI	MI	94,471	1	\$ 20,000
Macomb County MI	MI	868,739	2	\$ 25,000
Madison Heights MI	MI	30,256	2	\$ 15,000
Marine City MI	MI	4,120	2	\$ 15,000
Marysville MI	MI	9,725	2	\$ 15,000
Mason MI	MI	8,482	2	\$ 15,000
Melvindale MI	MI	10,403	2	\$ 15,000
Michiana MI	MI	182	2	\$ 15,000
Midland MI	MI	41,880	2	\$ 15,000
Milan MI	MI	6,021	2	\$ 15,000
Milford MI	MI	6,501	2	\$ 15,000
Monroe MI	MI	19,911	2	\$ 15,000
Mount Clemens MI	MI	16,365	2	\$ 15,000
Mount Morris MI	MI	2,888	2	\$ 15,000
Muskegon County MI	MI	173,242	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Muskegon Heights MI	MI	10,755	2	\$ 15,000
Muskegon MI	MI	38,173	2	\$ 15,000
New Baltimore MI	MI	12,367	2	\$ 15,000
Niles MI	MI	11,267	2	\$ 15,000
North Muskegon MI	MI	3,791	2	\$ 15,000
Northville MI	MI	5,990	2	\$ 15,000
Norton Shores MI	MI	24,374	2	\$ 15,000
Novi MI	MI	59,617	2	\$ 15,000
Oak Park MI	MI	29,881	2	\$ 15,000
Oakland County MI	MI	1,251,126	2	\$ 25,000
Orchard Lake Village MI	MI	2,446	2	\$ 15,000
Ottawa County MI	MI	283,907	2	\$ 25,000
Owosso MI	MI	14,625	2	\$ 15,000
Oxford MI	MI	3,553	2	\$ 15,000
Parchment MI	MI	1,844	2	\$ 15,000
Pinckney MI	MI	2,426	2	\$ 15,000
Pleasant Ridge MI	MI	2,488	2	\$ 15,000
Plymouth MI	MI	9,127	2	\$ 15,000
Pontiac MI	MI	60,154	2	\$ 15,000
Port Huron MI	MI	29,201	2	\$ 15,000
Portage MI	MI	48,362	2	\$ 15,000
River Rouge MI	MI	7,532	2	\$ 15,000
Riverview MI	MI	12,165	2	\$ 15,000
Rochester Hills MI	MI	73,852	2	\$ 15,000
Rochester MI	MI	13,097	2	\$ 15,000
Rockford MI	MI	6,211	2	\$ 15,000
Rockwood MI	MI	3,199	2	\$ 15,000
Romeo MI	MI	3,625	2	\$ 15,000
Romulus MI	MI	23,466	2	\$ 15,000
Roosevelt Park MI	MI	3,800	2	\$ 15,000
Roseville MI	MI	47,650	2	\$ 15,000
Royal Oak MI	MI	59,225	2	\$ 15,000
Saginaw County MI	MI	192,525	2	\$ 25,000
Saginaw MI	MI	48,919	2	\$ 15,000
Saline MI	MI	9,188	2	\$ 15,000
South Lyon MI	MI	11,772	2	\$ 15,000
South Rockwood MI	MI	1,645	2	\$ 15,000
Southfield MI	MI	73,485	2	\$ 15,000
Southgate MI	MI	29,250	2	\$ 15,000
Sparta MI	MI	4,348	2	\$ 15,000
Spring Lake MI	MI	2,466	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Springfield MI	MI	5,203	2	\$ 15,000
St. Clair County MI	MI	159,444	2	\$ 25,000
St. Clair MI	MI	5,348	2	\$ 15,000
St. Clair Shores MI	MI	59,799	2	\$ 15,000
St. Joseph MI	MI	8,289	2	\$ 15,000
Sterling Heights MI	MI	132,528	1	\$ 30,000
Stevensville MI	MI	1,133	2	\$ 15,000
Swartz Creek MI	MI	5,534	2	\$ 15,000
Sylvan Lake MI	MI	1,860	2	\$ 15,000
Taylor MI	MI	61,563	2	\$ 15,000
Trenton MI	MI	18,362	2	\$ 15,000
Troy MI	MI	84,095	2	\$ 15,000
Utica MI	MI	4,927	2	\$ 15,000
Vicksburg MI	MI	3,271	2	\$ 15,000
Village of Clarkston MI	MI	932	2	\$ 15,000
Village of Grosse Pointe Shores MI	MI	2,867	2	\$ 15,000
Walker MI	MI	24,835	2	\$ 15,000
Walled Lake MI	MI	7,196	2	\$ 15,000
Warren MI	MI	135,233	1	\$ 30,000
Washtenaw County MI	MI	366,488	2	\$ 25,000
Wayland MI	MI	4,197	2	\$ 15,000
Wayne County MI	MI	1,760,095	2	\$ 25,000
Wayne MI	MI	17,053	2	\$ 15,000
Westland MI	MI	82,089	2	\$ 15,000
Wixom MI	MI	13,841	2	\$ 15,000
Wolverine Lake MI	MI	4,594	2	\$ 15,000
Woodhaven MI	MI	12,547	2	\$ 15,000
Wyandotte MI	MI	25,113	2	\$ 15,000
Wyoming MI	MI	75,654	2	\$ 15,000
Ypsilanti MI	MI	21,062	2	\$ 15,000
Zeeland MI	MI	5,583	2	\$ 15,000
Zilwaukee MI	MI	1,563	2	\$ 15,000
Anoka County MN	MN	346,665	2	\$ 25,000
Anoka MN	MN	17,412	2	\$ 15,000
Apple Valley MN	MN	51,963	2	\$ 15,000
Arden Hills MN	MN	10,355	2	\$ 15,000
Austin MN	MN	24,913	2	\$ 15,000
Benton County MN	MN	39,670	2	\$ 15,000
Big Lake MN	MN	10,658	2	\$ 15,000
Blaine MN	MN	63,251	2	\$ 15,000
Bloomington MN	MN	85,495	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Brooklyn Center MN	MN	30,951	2	\$ 15,000
Brooklyn Park MN	MN	79,899	2	\$ 15,000
Burnsville MN	MN	61,335	2	\$ 15,000
Carver County MN	MN	100,380	2	\$ 25,000
Carver MN	MN	4,639	2	\$ 15,000
Champlin MN	MN	24,288	2	\$ 15,000
Chanhassen MN	MN	25,451	2	\$ 15,000
Chaska MN	MN	26,108	2	\$ 15,000
Clay County MN	MN	62,983	2	\$ 15,000
Cloquet MN	MN	12,017	2	\$ 15,000
Columbia Heights MN	MN	19,731	2	\$ 15,000
Coon Rapids MN	MN	62,381	2	\$ 15,000
Cottage Grove MN	MN	35,897	2	\$ 15,000
Crystal MN	MN	23,029	2	\$ 15,000
Dakota County MN	MN	417,732	2	\$ 25,000
Dayton MN	MN	5,426	2	\$ 15,000
Duluth MN	MN	86,058	2	\$ 15,000
Eagan MN	MN	66,356	2	\$ 15,000
East Grand Forks MN	MN	8,681	2	\$ 15,000
Eden Prairie MN	MN	64,023	2	\$ 15,000
Edina MN	MN	51,448	2	\$ 15,000
Elk River MN	MN	24,270	2	\$ 15,000
Fairmont MN	MN	10,159	2	\$ 15,000
Falcon Heights MN	MN	5,565	2	\$ 15,000
Forest Lake MN	MN	19,565	2	\$ 15,000
Fridley MN	MN	27,520	2	\$ 15,000
Golden Valley MN	MN	21,413	2	\$ 15,000
Grant MN	MN	4,129	2	\$ 15,000
Hastings MN	MN	22,694	2	\$ 15,000
Hennepin County MN	MN	1,235,875	2	\$ 25,000
Hermantown MN	MN	9,481	2	\$ 15,000
Hilltop MN	MN	750	2	\$ 15,000
Hopkins MN	MN	18,144	2	\$ 15,000
Houston County MN	MN	18,694	2	\$ 15,000
Inver Grove Heights MN	MN	35,120	2	\$ 15,000
La Crescent MN	MN	5,040	2	\$ 15,000
Lakeville MN	MN	62,039	2	\$ 15,000
Lauderdale MN	MN	2,514	2	\$ 15,000
Lilydale MN	MN	851	2	\$ 15,000
Mankato MN	MN	41,781	2	\$ 15,000
Maple Grove MN	MN	69,711	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Maplewood MN	MN	40,273	2	\$ 15,000
Mendota Heights MN	MN	11,270	2	\$ 15,000
Mendota MN	MN	211	2	\$ 15,000
Minneapolis MN	MN	415,239	1	\$ 30,000
Minnetonka MN	MN	52,473	2	\$ 15,000
Monticello MN	MN	13,429	2	\$ 15,000
Moorhead MN	MN	42,507	2	\$ 15,000
Mounds View MN	MN	13,011	2	\$ 15,000
New Brighton MN	MN	22,556	2	\$ 15,000
New Hope MN	MN	20,931	2	\$ 15,000
New Ulm MN	MN	13,287	2	\$ 15,000
Newport MN	MN	3,466	2	\$ 15,000
North Branch MN	MN	10,294	2	\$ 15,000
North Mankato MN	MN	13,713	2	\$ 15,000
Olmsted County MN	MN	153,137	2	\$ 25,000
Osseo MN	MN	2,759	2	\$ 15,000
Otsego MN	MN	16,134	2	\$ 15,000
Plymouth MN	MN	77,377	2	\$ 15,000
Prior Lake MN	MN	25,792	2	\$ 15,000
Proctor MN	MN	3,048	2	\$ 15,000
Ramsey County MN	MN	509,389	2	\$ 25,000
Ramsey MN	MN	26,231	2	\$ 15,000
Red Wing MN	MN	16,352	2	\$ 15,000
Redwood Falls MN	MN	4,984	2	\$ 15,000
Richfield MN	MN	36,040	2	\$ 15,000
Robbinsdale MN	MN	14,503	2	\$ 15,000
Rochester MN	MN	113,927	2	\$ 25,000
Rosemount MN	MN	23,933	2	\$ 15,000
Roseville MN	MN	35,726	2	\$ 15,000
Sartell MN	MN	17,342	2	\$ 15,000
Sauk Rapids MN	MN	13,483	2	\$ 15,000
Savage MN	MN	30,674	2	\$ 15,000
Scott County MN	MN	143,340	2	\$ 25,000
Shakopee MN	MN	40,486	2	\$ 15,000
Sherburne County MN	MN	93,266	2	\$ 15,000
Shoreview MN	MN	26,599	2	\$ 15,000
South St. Paul MN	MN	20,246	2	\$ 15,000
Spring Lake Park MN	MN	6,483	2	\$ 15,000
St. Anthony MN	MN	9,037	2	\$ 15,000
St. Cloud MN	MN	67,768	2	\$ 15,000
St. Joseph MN	MN	6,770	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
St. Louis County MN	MN	199,925	2	\$ 25,000
St. Louis Park MN	MN	48,865	2	\$ 15,000
St. Michael MN	MN	17,176	2	\$ 15,000
St. Paul MN	MN	303,155	1	\$ 30,000
St. Paul Park MN	MN	5,370	2	\$ 15,000
St. Peter MN	MN	11,758	2	\$ 15,000
Stearns County MN	MN	156,996	2	\$ 25,000
Stillwater MN	MN	19,244	2	\$ 15,000
Sunfish Lake MN	MN	541	2	\$ 15,000
Victoria MN	MN	8,914	2	\$ 15,000
Waite Park MN	MN	7,612	2	\$ 15,000
Washington County MN	MN	252,650	2	\$ 25,000
Wayzata MN	MN	4,533	2	\$ 15,000
West St. Paul MN	MN	19,743	2	\$ 15,000
Winona MN	MN	27,031	2	\$ 15,000
Woodbury MN	MN	68,526	2	\$ 15,000
Arnold MO	МО	21,123	2	\$ 15,000
Bellefontaine Neighbors				
МО	MO	10,615	2	\$ 15,000
Bel-Nor MO	MO	1,419	2	\$ 15,000
Bel-Ridge MO	MO	2,710	2	\$ 15,000
Berkeley MO	MO	8,979	2	\$ 15,000
Black Jack MO	MO	6,935	2	\$ 15,000
Calverton Park MO	MO	1,272	2	\$ 15,000
Cape Girardeau County MO	МО	78,441	2	\$ 15,000
Cape Girardeau MO	MO	39,298	2	\$ 15,000
Charlack MO	MO	1,359	2	\$ 15,000
Clayton MO	MO	16,678	2	\$ 15,000
Cool Valley MO	MO	1,171	2	\$ 15,000
Country Club Hills MO	MO	1,268	2	\$ 15,000
Creve Coeur MO	MO	18,615	2	\$ 15,000
Crystal City MO	MO	4,765	2	\$ 15,000
Dellwood MO	MO	4,908	2	\$ 15,000
Ferguson MO	MO	20,915	2	\$ 15,000
Florissant MO	MO	51,700	2	\$ 15,000
Hanley Hills MO	MO	2,108	2	\$ 15,000
Hannibal MO	MO	17,660	2	\$ 15,000
Hazelwood MO	MO	25,383	2	\$ 15,000
Herculaneum MO	MO	3,905	2	\$ 15,000
Jackson MO	МО	14,874	2	\$ 15,000
Jefferson County MO	MO	223,345	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Jennings MO	МО	14,835	2	\$ 15,000
Moline Acres MO	МО	2,383	2	\$ 15,000
Normandy MO	МО	4,924	2	\$ 15,000
Northwoods MO	МО	4,147	2	\$ 15,000
Norwood Court MO	МО	958	2	\$ 15,000
Olivette MO	МО	7,836	2	\$ 15,000
Overland MO	МО	15,783	2	\$ 15,000
Pagedale MO	МО	3,299	2	\$ 15,000
Pevely MO	МО	5,788	2	\$ 15,000
Riverview MO	МО	2,875	2	\$ 15,000
St. Charles County MO	МО	390,599	2	\$ 25,000
St. Charles MO	МО	69,314	2	\$ 15,000
St. John MO	МО	6,425	2	\$ 15,000
St. Louis County MO	МО	998,025	2	\$ 25,000
St. Louis MO	МО	312,389	2	\$ 25,000
University City MO	MO	34,612	2	\$ 15,000
Vinita Park MO	МО	2,166	2	\$ 15,000
Southaven MS	MS	53,161	2	\$ 15,000
Cascade County MT	MT	81,536	2	\$ 15,000
Great Falls MT	MT	58,879	2	\$ 15,000
Kalispell MT	MT	22,549	2	\$ 15,000
Apex NC	NC	47,449	2	\$ 15,000
Cary NC	NC	162,426	2	\$ 25,000
Clayton NC	NC	20,043	2	\$ 15,000
Durham NC	NC	265,355	1	\$ 30,000
Garner NC	NC	28,750	2	\$ 15,000
Knightdale NC	NC	14,742	2	\$ 15,000
Morrisville NC	NC	24,723	2	\$ 15,000
Raleigh NC	NC	459,194	1	\$ 30,000
Cass County ND	ND	174,271	2	\$ 25,000
Fargo ND	ND	120,126	2	\$ 25,000
Grand Forks County ND	ND	70,515	2	\$ 15,000
Grand Forks ND	ND	56,740	2	\$ 15,000
Omaha NE	NE	465,554	1	\$ 30,000
Dover NH	NH	31,319	2	\$ 15,000
Nashua NH	NH	88,664	2	\$ 15,000
Portsmouth NH	NH	21,666	2	\$ 15,000
Rochester NH	NH	30,564	2	\$ 15,000
Somersworth NH	NH	11,876	2	\$ 15,000
Strafford County NH	NH	123,196	2	\$ 25,000
Absecon NJ	NJ	8,200	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Allenhurst NJ	NJ	486	2	\$ 15,000
Allentown NJ	NJ	1,804	2	\$ 15,000
Alloway Township NJ	NJ	3,331	2	\$ 15,000
Alpha NJ	NJ	2,285	2	\$ 15,000
Alpine NJ	NJ	1,849	2	\$ 15,000
Asbury Park NJ	NJ	15,678	2	\$ 15,000
Atlantic City NJ	NJ	38,294	2	\$ 15,000
Atlantic Highlands NJ	NJ	4,282	2	\$ 15,000
Audubon NJ	NJ	8,673	2	\$ 15,000
Audubon Park NJ	NJ	1,005	2	\$ 15,000
Avalon NJ	NJ	1,269	2	\$ 15,000
Avon-by-the-Sea NJ	NJ	1,786	2	\$ 15,000
Barnegat Light NJ	NJ	582	2	\$ 15,000
Barrington NJ	NJ	6,745	2	\$ 15,000
Bay Head NJ	NJ	972	2	\$ 15,000
Bayonne NJ	NJ	65,351	2	\$ 15,000
Beach Haven NJ	NJ	1,170	2	\$ 15,000
Beachwood NJ	NJ	11,168	2	\$ 15,000
Bellmawr NJ	NJ	11,415	2	\$ 15,000
Belmar NJ	NJ	5,666	2	\$ 15,000
Belvidere NJ	NJ	2,589	2	\$ 15,000
Bergenfield NJ	NJ	27,327	2	\$ 15,000
Berlin NJ	NJ	7,558	2	\$ 15,000
Berlin Township NJ	NJ	5,489	2	\$ 15,000
Beverly NJ	NJ	2,496	2	\$ 15,000
Bloomingdale NJ	NJ	8,105	2	\$ 15,000
Bogota NJ	NJ	8,408	2	\$ 15,000
Boonton NJ	NJ	8,308	2	\$ 15,000
Bordentown NJ	NJ	3,831	2	\$ 15,000
Bound Brook NJ	NJ	10,333	2	\$ 15,000
Bradley Beach NJ	NJ	4,231	2	\$ 15,000
Bridgeton NJ	NJ	24,905	2	\$ 15,000
Brielle NJ	NJ	4,698	2	\$ 15,000
Brigantine NJ	NJ	8,937	2	\$ 15,000
Brooklawn NJ	NJ	1,914	2	\$ 15,000
Buena NJ	NJ	4,407	2	\$ 15,000
Burlington NJ	NJ	9,822	2	\$ 15,000
Butler NJ	NJ	7,706	2	\$ 15,000
Caldwell NJ	NJ	7,982	2	\$ 15,000
Camden NJ	NJ	73,974	2	\$ 15,000
Cape May NJ	NJ	3,490	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Cape May Point NJ	NJ	279	2	\$ 15,000
Carlstadt NJ	NJ	6,181	2	\$ 15,000
Carneys Point Township				
NJ	NJ	7,774	2	\$ 15,000
Carteret NJ	NJ	23,664	2	\$ 15,000
Chesilhurst NJ	NJ	1,621	2	\$ 15,000
Clayton NJ	NJ	8,571	2	\$ 15,000
Clementon NJ	NJ	4,894	2	\$ 15,000
Cliffside Park NJ	NJ	24,622	2	\$ 15,000
Clifton NJ	NJ	85,141	2	\$ 15,000
Collingswood NJ	NJ	13,924	2	\$ 15,000
Corbin City NJ	NJ	495	2	\$ 15,000
Cresskill NJ	NJ	8,681	2	\$ 15,000
Deal NJ	NJ	731	2	\$ 15,000
Delaware Township NJ	NJ	4,460	2	\$ 15,000
Dumont NJ	NJ	17,678	2	\$ 15,000
Dunellen NJ	NJ	7,273	2	\$ 15,000
East Orange NJ	NJ	64,425	2	\$ 15,000
East Rutherford NJ	NJ	9,748	2	\$ 15,000
Eatontown NJ	NJ	12,238	2	\$ 15,000
Edgewater NJ	NJ	11,913	2	\$ 15,000
Egg Harbor City NJ	NJ	4,147	2	\$ 15,000
Elizabeth NJ	NJ	128,074	2	\$ 25,000
Elmer NJ	NJ	1,323	2	\$ 15,000
Elmwood Park NJ	NJ	20,096	2	\$ 15,000
Emerson NJ	NJ	7,588	2	\$ 15,000
Englewood Cliffs NJ	NJ	5,348	2	\$ 15,000
Englewood NJ	NJ	28,136	2	\$ 15,000
Essex Fells NJ	NJ	2,102	2	\$ 15,000
Estell Manor NJ	NJ	1,710	2	\$ 15,000
Fair Haven NJ	NJ	5,954	2	\$ 15,000
Fair Lawn NJ	NJ	33,074	2	\$ 15,000
Fairview NJ	NJ	14,256	2	\$ 15,000
Fanwood NJ	NJ	7,659	2	\$ 15,000
Fieldsboro NJ	NJ	530	2	\$ 15,000
Florence Township NJ	NJ	12,599	2	\$ 15,000
Fort Lee NJ	NJ	37,187	2	\$ 15,000
Franklin Lakes NJ	NJ	10,732	2	\$ 15,000
Frenchtown NJ	NJ	1,358	2	\$ 15,000
Garfield NJ	NJ	31,530	2	\$ 15,000
Garwood NJ	NJ	4,333	2	\$ 15,000
Gibbsboro NJ	NJ	2,234	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Glassboro NJ	NJ	19,735	2	\$ 15,000
Glen Ridge NJ	NJ	7,588	2	\$ 15,000
Glen Rock NJ	NJ	11,805	2	\$ 15,000
Gloucester City NJ	NJ	11,257	2	\$ 15,000
Hackensack NJ	NJ	44,283	2	\$ 15,000
Haddon Heights NJ	NJ	7,498	2	\$ 15,000
Haddonfield NJ	NJ	11,380	2	\$ 15,000
Haledon NJ	NJ	8,323	2	\$ 15,000
Hammonton NJ	NJ	14,246	2	\$ 15,000
Harrison NJ	NJ	16,055	2	\$ 15,000
Harvey Cedars NJ	NJ	339	2	\$ 15,000
Hasbrouck Heights NJ	NJ	12,076	2	\$ 15,000
Haworth NJ	NJ	3,419	2	\$ 15,000
Hawthorne NJ	NJ	18,782	2	\$ 15,000
Highland Park NJ	NJ	14,000	2	\$ 15,000
Highlands NJ	NJ	4,803	2	\$ 15,000
Hi-Nella NJ	NJ	861	2	\$ 15,000
Hoboken NJ	NJ	53,673	2	\$ 15,000
Ho-Ho-Kus NJ	NJ	4,096	2	\$ 15,000
Interlaken NJ	NJ	798	2	\$ 15,000
Island Heights NJ	NJ	1,643	2	\$ 15,000
Jersey City NJ	NJ	260,626	2	\$ 25,000
Keansburg NJ	NJ	9,791	2	\$ 15,000
Kearny NJ	NJ	41,589	2	\$ 15,000
Kenilworth NJ	NJ	8,159	2	\$ 15,000
Keyport NJ	NJ	7,056	2	\$ 15,000
Kinnelon NJ	NJ	10,132	2	\$ 15,000
Lake Como NJ	NJ	1,711	2	\$ 15,000
Lakehurst NJ	NJ	2,682	2	\$ 15,000
Lambertville NJ	NJ	3,814	2	\$ 15,000
Laurel Springs NJ	NJ	1,872	2	\$ 15,000
Lavallette NJ	NJ	1,828	2	\$ 15,000
Lawnside NJ	NJ	2,902	2	\$ 15,000
Leonia NJ	NJ	9,094	2	\$ 15,000
Lincoln Park NJ	NJ	10,353	2	\$ 15,000
Linden NJ	NJ	42,282	2	\$ 15,000
Lindenwold NJ	NJ	17,363	2	\$ 15,000
Linwood NJ	NJ	6,818	2	\$ 15,000
Little Ferry NJ	NJ	10,811	2	\$ 15,000
Little Silver NJ	NJ	5,869	2	\$ 15,000
Loch Arbour NJ	NJ	182	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Lodi NJ	NJ	24,475	2	\$ 15,000
Long Branch NJ	NJ	30,654	2	\$ 15,000
Longport NJ	NJ	866	2	\$ 15,000
Magnolia NJ	NJ	4,278	2	\$ 15,000
Manasquan NJ	NJ	5,819	2	\$ 15,000
Mantoloking NJ	NJ	251	2	\$ 15,000
Manville NJ	NJ	10,293	2	\$ 15,000
Margate City NJ	NJ	6,071	2	\$ 15,000
Matawan NJ	NJ	8,810	2	\$ 15,000
Maywood NJ	NJ	9,672	2	\$ 15,000
Medford Lakes NJ	NJ	4,043	2	\$ 15,000
Merchantville NJ	NJ	3,720	2	\$ 15,000
Metuchen NJ	NJ	13,684	2	\$ 15,000
Middlesex NJ	NJ	13,624	2	\$ 15,000
Midland Park NJ	NJ	7,246	2	\$ 15,000
Milford NJ	NJ	1,189	2	\$ 15,000
Milltown NJ	NJ	7,037	2	\$ 15,000
Millville NJ	NJ	27,913	2	\$ 15,000
Monmouth Beach NJ	NJ	3,215	2	\$ 15,000
Moonachie NJ	NJ	2,737	2	\$ 15,000
Mount Ephraim NJ	NJ	4,602	2	\$ 15,000
Mountain Lakes NJ	NJ	4,293	2	\$ 15,000
Mountainside NJ	NJ	6,832	2	\$ 15,000
National Park NJ	NJ	2,976	2	\$ 15,000
Neptune City NJ	NJ	4,721	2	\$ 15,000
New Brunswick NJ	NJ	56,215	2	\$ 15,000
New Milford NJ	NJ	16,579	2	\$ 15,000
New Providence NJ	NJ	12,716	2	\$ 15,000
Newark NJ	NJ	280,628	2	\$ 25,000
North Arlington NJ	NJ	15,693	2	\$ 15,000
North Caldwell NJ	NJ	6,627	2	\$ 15,000
North Haledon NJ	NJ	8,460	2	\$ 15,000
North Plainfield NJ	NJ	21,629	2	\$ 15,000
North Wildwood NJ	NJ	3,849	2	\$ 15,000
Northfield NJ	NJ	8,312	2	\$ 15,000
Northvale NJ	NJ	4,871	2	\$ 15,000
Norwood NJ	NJ	5,810	2	\$ 15,000
Oakland NJ	NJ	12,988	2	\$ 15,000
Oaklyn NJ	NJ	3,968	2	\$ 15,000
Ocean City NJ	NJ	11,247	2	\$ 15,000
Ocean Gate NJ	NJ	2,003	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Oceanport NJ	NJ	5,705	2	\$ 15,000
Old Bridge Township NJ	NJ	65,815	2	\$ 15,000
Oradell NJ	NJ	8,129	2	\$ 15,000
Palisades Park NJ	NJ	20,518	2	\$ 15,000
Palmyra NJ	NJ	7,201	2	\$ 15,000
Paramus NJ	NJ	26,607	2	\$ 15,000
Passaic NJ	NJ	70,086	2	\$ 15,000
Paterson NJ	NJ	145,682	2	\$ 25,000
Paulsboro NJ	NJ	5,928	2	\$ 15,000
Pemberton NJ	NJ	1,358	2	\$ 15,000
Pennington NJ	NJ	2,529	2	\$ 15,000
Penns Grove NJ	NJ	4,835	2	\$ 15,000
Pennsville Township NJ	NJ	12,629	2	\$ 15,000
Perth Amboy NJ	NJ	51,802	2	\$ 15,000
Phillipsburg NJ	NJ	14,384	2	\$ 15,000
Pine Beach NJ	NJ	2,146	2	\$ 15,000
Pine Hill NJ	NJ	10,449	2	\$ 15,000
Pitman NJ	NJ	8,826	2	\$ 15,000
Plainfield NJ	NJ	50,416	2	\$ 15,000
Pleasantville NJ	NJ	20,280	2	\$ 15,000
Point Pleasant Beach NJ	NJ	4,533	2	\$ 15,000
Point Pleasant NJ	NJ	18,499	2	\$ 15,000
Pompton Lakes NJ	NJ	11,036	2	\$ 15,000
Port Republic NJ	NJ	1,072	2	\$ 15,000
Princeton NJ	NJ	31,031	2	\$ 15,000
Prospect Park NJ	NJ	5,865	2	\$ 15,000
Quinton Township NJ	NJ	2,489	2	\$ 15,000
Rahway NJ	NJ	29,310	2	\$ 15,000
Ramsey NJ	NJ	14,952	2	\$ 15,000
Red Bank NJ	NJ	12,119	2	\$ 15,000
Ridgefield NJ	NJ	11,243	2	\$ 15,000
Ridgefield Park NJ	NJ	12,915	2	\$ 15,000
Ridgewood NJ	NJ	25,259	2	\$ 15,000
Ringwood NJ	NJ	12,293	2	\$ 15,000
River Edge NJ	NJ	11,519	2	\$ 15,000
Riverdale NJ	NJ	4,229	2	\$ 15,000
Riverton NJ	NJ	2,700	2	\$ 15,000
Rockleigh NJ	NJ	530	2	\$ 15,000
Roseland NJ	NJ	5,849	2	\$ 15,000
Roselle NJ	NJ	21,513	2	\$ 15,000
Roselle Park NJ	NJ	13,576	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Rumson NJ	NJ	6,799	2	\$ 15,000
Runnemede NJ	NJ	8,328	2	\$ 15,000
Rutherford NJ	NJ	18,433	2	\$ 15,000
Salem NJ	NJ	4,808	2	\$ 15,000
Sayreville NJ	NJ	44,335	2	\$ 15,000
Sea Bright NJ	NJ	1,382	2	\$ 15,000
Sea Girt NJ	NJ	1,779	2	\$ 15,000
Sea Isle City NJ	NJ	2,070	2	\$ 15,000
Seaside Heights NJ	NJ	2,889	2	\$ 15,000
Seaside Park NJ	NJ	1,547	2	\$ 15,000
Secaucus NJ	NJ	19,563	2	\$ 15,000
Shiloh NJ	NJ	497	2	\$ 15,000
Ship Bottom NJ	NJ	1,136	2	\$ 15,000
Shrewsbury NJ	NJ	4,108	2	\$ 15,000
Shrewsbury Township NJ	NJ	1,008	2	\$ 15,000
Somerdale NJ	NJ	5,458	2	\$ 15,000
Somers Point NJ	NJ	10,422	2	\$ 15,000
Somerville NJ	NJ	12,009	2	\$ 15,000
South Amboy NJ	NJ	8,630	2	\$ 15,000
South Bound Brook NJ	NJ	4,520	2	\$ 15,000
South Plainfield NJ	NJ	23,883	2	\$ 15,000
South River NJ	NJ	16,072	2	\$ 15,000
South Toms River NJ	NJ	3,752	2	\$ 15,000
Spotswood NJ	NJ	8,307	2	\$ 15,000
Spring Lake Heights NJ	NJ	4,595	2	\$ 15,000
Spring Lake NJ	NJ	2,953	2	\$ 15,000
Stockton NJ	NJ	519	2	\$ 15,000
Stone Harbor NJ	NJ	827	2	\$ 15,000
Stratford NJ	NJ	6,972	2	\$ 15,000
Summit NJ	NJ	21,921	2	\$ 15,000
Surf City NJ	NJ	1,175	2	\$ 15,000
Swedesboro NJ	NJ	2,590	2	\$ 15,000
Tenafly NJ	NJ	14,693	2	\$ 15,000
Teterboro NJ	NJ	68	2	\$ 15,000
Tinton Falls NJ	NJ	17,736	2	\$ 15,000
Toms River Township NJ	NJ	88,707	2	\$ 15,000
Totowa NJ	NJ	10,826	2	\$ 15,000
Trenton NJ	NJ	83,387	2	\$ 15,000
Tuckerton NJ	NJ	3,378	2	\$ 15,000
Union Beach NJ	NJ	5,564	2	\$ 15,000
Ventnor City NJ	NJ	10,197	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Vineland NJ	NJ	60,339	2	\$ 15,000
Voorhees Township NJ	NJ	29,221	2	\$ 15,000
Waldwick NJ	NJ	9,899	2	\$ 15,000
Wallington NJ	NJ	11,560	2	\$ 15,000
Wanaque NJ	NJ	11,678	2	\$ 15,000
Watchung NJ	NJ	6,025	2	\$ 15,000
Wenonah NJ	NJ	2,235	2	\$ 15,000
West Cape May NJ	NJ	1,001	2	\$ 15,000
West Long Branch NJ	NJ	7,941	2	\$ 15,000
West Wildwood NJ	NJ	565	2	\$ 15,000
Westfield NJ	NJ	30,055	2	\$ 15,000
Westville NJ	NJ	4,187	2	\$ 15,000
Wildwood Crest NJ	NJ	3,125	2	\$ 15,000
Wildwood NJ	NJ	5,080	2	\$ 15,000
Woodbine NJ	NJ	2,473	2	\$ 15,000
Woodbridge Township NJ	NJ	99,997	2	\$ 15,000
Woodbury Heights NJ	NJ	2,991	2	\$ 15,000
Woodbury NJ	NJ	9,912	2	\$ 15,000
Woodland Park NJ	NJ	12,543	2	\$ 15,000
Woodlynne NJ	NJ	2,924	2	\$ 15,000
Wood-Ridge NJ	NJ	8,506	2	\$ 15,000
Woodstown NJ	NJ	3,475	2	\$ 15,000
Wrightstown NJ	NJ	783	2	\$ 15,000
Albuquerque NM	NM	559,626	1	\$ 30,000
Bernalillo County NM	NM	678,165	2	\$ 25,000
Bernalillo NM	NM	9,278	2	\$ 15,000
Corrales NM	NM	8,547	2	\$ 15,000
Los Ranchos de Albuquerque NM	NM	6,127	2	\$ 15,000
Rio Rancho NM	NM	94,500	2	\$ 15,000
Sandoval County NM	NM	140,471	2	\$ 25,000
Santa Fe County NM	NM	148,888	2	\$ 25,000
Santa Fe NM	NM	83,811	2	\$ 15,000
Albany County NY	NY	307,628	2	\$ 25,000
Albany NY	NY	97,939	2	\$ 15,000
Amityville NY	NY	9,495	2	\$ 15,000
Angola NY	NY	2,111	2	\$ 15,000
Asharoken NY	NY	651	2	\$ 15,000
Atlantic Beach NY	NY	1,904	2	\$ 15,000
Babylon NY	NY	12,076	2	\$ 15,000
Baldwinsville NY	NY	7,474	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Baxter Estates NY	NY	1,056	2	\$ 15,000
Bayville NY	NY	6,715	2	\$ 15,000
Beacon NY	NY	14,171	2	\$ 15,000
Bellerose NY	NY	1,170	2	\$ 15,000
Bellport NY	NY	2,071	2	\$ 15,000
Binghamton NY	NY	44,401	2	\$ 15,000
Black River NY	NY	1,283	2	\$ 15,000
Blasdell NY	NY	2,622	2	\$ 15,000
Briarcliff Manor NY	NY	7,528	2	\$ 15,000
Brightwaters NY	NY	3,065	2	\$ 15,000
Brockport NY	NY	8,280	2	\$ 15,000
Bronxville NY	NY	6,363	2	\$ 15,000
Brookville NY	NY	3,577	2	\$ 15,000
Buchanan NY	NY	2,256	2	\$ 15,000
Buffalo NY	NY	256,960	2	\$ 25,000
Camillus NY	NY	1,217	2	\$ 15,000
Castleton-on-Hudson NY	NY	1,471	2	\$ 15,000
Cedarhurst NY	NY	6,658	2	\$ 15,000
Centre Island NY	NY	411	2	\$ 15,000
Chemung County NY	NY	88,898	2	\$ 15,000
Cohoes NY	NY	16,840	2	\$ 15,000
Colonie NY	NY	7,797	2	\$ 15,000
Cornwall-on-Hudson NY	NY	2,924	2	\$ 15,000
Cove Neck NY	NY	302	2	\$ 15,000
Croton-on-Hudson NY	NY	8,184	2	\$ 15,000
Depew NY	NY	15,142	2	\$ 15,000
Dering Harbor NY	NY	11	2	\$ 15,000
Dobbs Ferry NY	NY	11,080	2	\$ 15,000
Dutchess County NY	NY	293,049	2	\$ 25,000
East Hampton NY	NY	1,113	2	\$ 15,000
East Hills NY	NY	7,142	2	\$ 15,000
East Rochester NY	NY	6,588	2	\$ 15,000
East Rockaway NY	NY	9,787	2	\$ 15,000
Elmira Heights NY	NY	3,919	2	\$ 15,000
Elmira NY	NY	27,604	2	\$ 15,000
Elmsford NY	NY	4,992	2	\$ 15,000
Endicott NY	NY	12,916	2	\$ 15,000
Erie County NY	NY	918,479	2	\$ 25,000
Fairport NY	NY	5,377	2	\$ 15,000
Farmingdale NY	NY	8,852	2	\$ 15,000
Fishkill NY	NY	2,089	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Floral Park NY	NY	15,942	2	\$ 15,000
Flower Hill NY	NY	4,793	2	\$ 15,000
Fort Edward NY	NY	3,301	2	\$ 15,000
Freeport NY	NY	43,140	2	\$ 15,000
Garden City NY	NY	22,473	2	\$ 15,000
Glen Cove NY	NY	27,250	2	\$ 15,000
Glens Falls NY	NY	14,356	2	\$ 15,000
Grand View-on-Hudson				
NY	NY	292	2	\$ 15,000
Great Neck Estates NY	NY	2,841	2	\$ 15,000
Great Neck NY	NY	10,200	2	\$ 15,000
Great Neck Plaza NY	NY	6,968	2	\$ 15,000
Green Island NY	NY	2,596	2	\$ 15,000
Greenport NY	NY	2,211	2	\$ 15,000
Hamburg NY	NY	9,568	2	\$ 15,000
Harrison NY	NY	27,955	2	\$ 15,000
Hastings-on-Hudson NY	NY	7,985	2	\$ 15,000
Haverstraw NY	NY	12,061	2	\$ 15,000
Head of the Harbor NY	NY	1,471	2	\$ 15,000
Hempstead NY	NY	55,380	2	\$ 15,000
Hewlett Bay Park NY	NY	431	2	\$ 15,000
Hewlett Harbor NY	NY	1,274	2	\$ 15,000
Hewlett Neck NY	NY	471	2	\$ 15,000
Highland Falls NY	NY	3,824	2	\$ 15,000
Hilton NY	NY	5,842	2	\$ 15,000
Horseheads NY	NY	6,504	2	\$ 15,000
Hudson Falls NY	NY	7,113	2	\$ 15,000
Huntington Bay NY	NY	1,432	2	\$ 15,000
Irvington NY	NY	6,550	2	\$ 15,000
Island Park NY	NY	4,815	2	\$ 15,000
Islandia NY	NY	3,340	2	\$ 15,000
Jefferson County NY	NY	116,594	2	\$ 25,000
Johnson City NY	NY	14,599	2	\$ 15,000
Kenmore NY	NY	15,168	2	\$ 15,000
Kensington NY	NY	1,172	2	\$ 15,000
Kings Point NY	NY	5,161	2	\$ 15,000
Kings Point NY Kingston NY	NY	23,164	2	\$ 15,000
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Lackawanna NY	NY	17,851	2	
Lake Grove NY	NY	11,119	2	\$ 15,000
Lake Success NY	NY	3,098	2	\$ 15,000
Lancaster NY	NY	10,145	2	\$ 15,000
Larchmont NY	NY	6,117	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Lattingtown NY	NY	1,774	2	\$ 15,000
Laurel Hollow NY	NY	2,023	2	\$ 15,000
Lawrence NY	NY	6,538	2	\$ 15,000
Lewiston NY	NY	2,586	2	\$ 15,000
Lindenhurst NY	NY	27,033	2	\$ 15,000
Liverpool NY	NY	2,248	2	\$ 15,000
Lloyd Harbor NY	NY	3,681	2	\$ 15,000
Long Beach NY	NY	33,516	2	\$ 15,000
Lynbrook NY	NY	19,555	2	\$ 15,000
Malverne NY	NY	8,537	2	\$ 15,000
Mamaroneck NY	NY	19,273	2	\$ 15,000
Manorhaven NY	NY	6,602	2	\$ 15,000
Massapequa Park NY	NY	17,114	2	\$ 15,000
Matinecock NY	NY	828	2	\$ 15,000
Menands NY	NY	3,943	2	\$ 15,000
Mill Neck NY	NY	964	2	\$ 15,000
Monroe County NY	NY	743,531	2	\$ 25,000
Mount Vernon NY	NY	68,234	2	\$ 15,000
Munsey Park NY	NY	2,719	2	\$ 15,000
Muttontown NY	NY	3,652	2	\$ 15,000
Nassau County NY	NY	1,356,463	2	\$ 25,000
New Hartford NY	NY	1,823	2	\$ 15,000
New Hempstead NY	NY	5,374	2	\$ 15,000
New Hyde Park NY	NY	9,842	2	\$ 15,000
New Rochelle NY	NY	79,446	2	\$ 15,000
New York Mills NY	NY	3,255	2	\$ 15,000
New York NY	NY	8,475,976	1	\$ 30,000
Newburgh NY	NY	28,263	2	\$ 15,000
Niagara County NY	NY	211,534	2	\$ 25,000
Niagara Falls NY	NY	48,643	2	\$ 15,000
Nissequogue NY	NY	1,741	2	\$ 15,000
North Haven NY	NY	877	2	\$ 15,000
North Hills NY	NY	5,742	2	\$ 15,000
North Syracuse NY	NY	6,758	2	\$ 15,000
, North Tonawanda NY	NY	30,582	2	\$ 15,000
Northport NY	NY	7,342	2	\$ 15,000
Nyack NY	NY	6,944	2	\$ 15,000
Old Brookville NY	NY	2,185	2	\$ 15,000
Old Field NY	NY	908	2	\$ 15,000
Old Westbury NY	NY	4,716	2	\$ 15,000
Oneida County NY	NY	230,348	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Onondaga County NY	NY	464,033	2	\$ 25,000
Ontario County NY	NY	109,267	2	\$ 25,000
Orange County NY	NY	378,047	2	\$ 25,000
Orchard Park NY	NY	3,156	2	\$ 15,000
Oriskany NY	NY	1,355	2	\$ 15,000
Ossining NY	NY	25,248	2	\$ 15,000
Oyster Bay Cove NY	NY	2,256	2	\$ 15,000
Patchogue NY	NY	12,431	2	\$ 15,000
Peekskill NY	NY	23,945	2	\$ 15,000
Pelham Manor NY	NY	5,611	2	\$ 15,000
Pelham NY	NY	6,968	2	\$ 15,000
Piermont NY	NY	2,542	2	\$ 15,000
Pittsford NY	NY	1,351	2	\$ 15,000
Plandome Heights NY	NY	1,024	2	\$ 15,000
Plandome Manor NY	NY	888	2	\$ 15,000
Plandome NY	NY	1,436	2	\$ 15,000
Pomona NY	NY	3,201	2	\$ 15,000
Poquott NY	NY	940	2	\$ 15,000
Port Chester NY	NY	29,494	2	\$ 15,000
Port Jefferson NY	NY	7,770	2	\$ 15,000
Port of New York	NY	#N/A	2	\$ 25,000
Port Washington North			_	
NY	NY	3,204	2	\$ 15,000
Poughkeepsie NY	NY	30,153	2	\$ 15,000
Putnam County NY	NY	98,812	2	\$ 15,000
Quogue NY	NY	998	2	\$ 15,000
Rensselaer County NY	NY	159,334	2	\$ 25,000
Rensselaer NY	NY	9,285	2	\$ 15,000
Rochester NY	NY	207,729	2	\$ 25,000
Rockland County NY	NY	312,502	2	\$ 25,000
Rockville Centre NY	NY	24,564	2	\$ 15,000
Roslyn Estates NY	NY	1,241	2	\$ 15,000
Roslyn Harbor NY	NY	1,099	2	\$ 15,000
Roslyn NY	NY	2,839	2	\$ 15,000
Russell Gardens NY	NY	950	2	\$ 15,000
Rye Brook NY	NY	9,481	2	\$ 15,000
Rye NY	NY	15,910	2	\$ 15,000
Saddle Rock NY	NY	942	2	\$ 15,000
Sag Harbor NY	NY	2,274	2	\$ 15,000
Sagaponack NY	NY	322	2	\$ 15,000
Sands Point NY	NY	2,869	2	\$ 15,000
Saratoga County NY	NY	227,048	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Saugerties NY	NY	3,864	2	\$ 15,000
Scarsdale NY	NY	17,830	2	\$ 15,000
Scottsville NY	NY	1,933	2	\$ 15,000
Sea Cliff NY	NY	5,060	2	\$ 15,000
Shoreham NY	NY	539	2	\$ 15,000
Sleepy Hollow NY	NY	10,153	2	\$ 15,000
Sloan NY	NY	3,578	2	\$ 15,000
Solvay NY	NY	6,358	2	\$ 15,000
South Floral Park NY	NY	1,788	2	\$ 15,000
South Glens Falls NY	NY	3,568	2	\$ 15,000
South Nyack NY	NY	3,505	2	\$ 15,000
Southampton NY	NY	3,275	2	\$ 15,000
Spencerport NY	NY	3,650	2	\$ 15,000
Stewart Manor NY	NY	1,968	2	\$ 15,000
Suffolk County NY	NY	1,486,804	2	\$ 25,000
Syracuse NY	NY	143,181	2	\$ 25,000
Tarrytown NY	NY	11,489	2	\$ 15,000
Thomaston NY	NY	2,629	2	\$ 15,000
Tonawanda NY	NY	14,851	2	\$ 15,000
Troy NY	NY	49,593	2	\$ 15,000
Tuckahoe NY	NY	6,604	2	\$ 15,000
Ulster County NY	NY	179,080	2	\$ 25,000
Upper Brookville NY	NY	1,748	2	\$ 15,000
Upper Nyack NY	NY	2,160	2	\$ 15,000
Utica NY	NY	60,616	2	\$ 15,000
Valley Stream NY	NY	37,626	2	\$ 15,000
Village of the Branch NY	NY	1,795	2	\$ 15,000
Voorheesville NY	NY	2,802	2	\$ 15,000
Wappingers Falls NY	NY	5,565	2	\$ 15,000
Warren County NY	NY	64,428	2	\$ 15,000
Washington County NY	NY	63,343	2	\$ 15,000
Washingtonville NY	NY	5,743	2	\$ 15,000
Waterford NY	NY	2,173	2	\$ 15,000
Watervliet NY	NY	10,118	2	\$ 15,000
Webster NY	NY	5,514	2	\$ 15,000
Wesley Hills NY	NY	5,847	2	\$ 15,000
West Haverstraw NY	NY	10,255	2	\$ 15,000
Westbury NY	NY	15,331	2	\$ 15,000
Westchester County NY	NY	970,556	2	\$ 25,000
Westhampton Beach NY	NY	1,758	2	\$ 15,000
White Plains NY	NY	58,002	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Whitesboro NY	NY	3,660	2	\$ 15,000
Woodbury NY	NY	10,851	2	\$ 15,000
Woodsburgh NY	NY	781	2	\$ 15,000
Yonkers NY	NY	200,083	2	\$ 25,000
Yorkville NY	NY	2,602	2	\$ 15,000
Youngstown NY	NY	1,907	2	\$ 15,000
Akron OH	ОН	198,021	1	\$ 30,000
Allen County OH	ОН	103,561	2	\$ 25,000
Amherst OH	ОН	12,091	2	\$ 15,000
Ashland OH	ОН	20,437	2	\$ 15,000
Ashtabula OH	ОН	18,241	2	\$ 15,000
Aurora OH	ОН	15,862	2	\$ 15,000
Avon Lake OH	ОН	23,651	2	\$ 15,000
Avon OH	ОН	22,811	2	\$ 15,000
Barberton OH	ОН	26,165	2	\$ 15,000
Bay Village OH	ОН	15,378	2	\$ 15,000
Beachwood OH	ОН	11,703	2	\$ 15,000
Beavercreek OH	ОН	46,458	2	\$ 15,000
Bedford Heights OH	ОН	10,633	2	\$ 15,000
Bedford OH	ОН	12,704	2	\$ 15,000
Bellaire OH	ОН	4,143	2	\$ 15,000
Bellbrook OH	ОН	7,144	2	\$ 15,000
Bellefontaine OH	ОН	13,122	2	\$ 15,000
Belpre OH	ОН	6,427	2	\$ 15,000
Berea OH	ОН	18,918	2	\$ 15,000
Blue Ash OH	ОН	12,152	2	\$ 15,000
Bowling Green OH	ОН	31,438	2	\$ 15,000
Bratenahl OH	ОН	1,172	2	\$ 15,000
Brecksville OH	ОН	13,470	2	\$ 15,000
Broadview Heights OH	ОН	19,255	2	\$ 15,000
Brook Park OH	ОН	18,739	2	\$ 15,000
Brooklyn Heights OH	ОН	1,519	2	\$ 15,000
Brookville OH	ОН	5,878	2	\$ 15,000
Brunswick OH	ОН	34,646	2	\$ 15,000
Bucyrus OH	ОН	11,928	2	\$ 15,000
Butler County OH	ОН	378,443	2	\$ 25,000
Campbell OH	ОН	7,931	2	\$ 15,000
Canal Fulton OH	ОН	5,434	2	\$ 15,000
Canal Winchester OH	ОН	7,971	2	\$ 15,000
Canfield OH	ОН	7,292	2	\$ 15,000
Canton OH	ОН	71,273	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Carlisle OH	ОН	5,313	2	\$ 15,000
Celina OH	ОН	10,274	2	\$ 15,000
Centerville OH	ОН	23,812	2	\$ 15,000
Cheviot OH	ОН	8,313	2	\$ 15,000
Cincinnati OH	ОН	299,707	2	\$ 25,000
Circleville OH	ОН	13,856	2	\$ 15,000
Clark County OH	ОН	134,701	2	\$ 25,000
Clayton OH	ОН	13,178	2	\$ 15,000
Clermont County OH	ОН	203,053	2	\$ 25,000
Cleveland Heights OH	ОН	44,896	2	\$ 15,000
Cleveland OH	ОН	387,708	2	\$ 25,000
Columbus OH	ОН	866,918	1	\$ 30,000
Coshocton OH	ОН	11,074	2	\$ 15,000
Cridersville OH	ОН	1,818	2	\$ 15,000
Cuyahoga County OH	ОН	1,254,482	2	\$ 25,000
Cuyahoga Falls OH	ОН	49,249	2	\$ 15,000
Cuyahoga Heights OH	ОН	618	2	\$ 15,000
Dayton OH	ОН	140,858	1	\$ 30,000
Deer Park OH	ОН	5,689	2	\$ 15,000
Defiance OH	ОН	16,664	2	\$ 15,000
Delaware County OH	ОН	196,923	2	\$ 25,000
Delaware OH	ОН	38,794	2	\$ 15,000
Dover OH	ОН	12,826	2	\$ 15,000
Doylestown OH	ОН	3,097	2	\$ 15,000
Dublin OH	ОН	45,819	2	\$ 15,000
East Canton OH	ОН	1,588	2	\$ 15,000
East Cleveland OH	ОН	17,314	2	\$ 15,000
East Liverpool OH	ОН	10,703	2	\$ 15,000
Eastlake OH	ОН	18,179	2	\$ 15,000
Elyria OH	ОН	53,877	2	\$ 15,000
Englewood OH	ОН	13,480	2	\$ 15,000
Erie County OH	ОН	75,023	2	\$ 15,000
Euclid OH	ОН	47,501	2	\$ 15,000
Fairborn OH	ОН	33,525	2	\$ 15,000
Fairfield County OH	ОН	152,656	2	\$ 25,000
Fairfield OH	ОН	42,643	2	\$ 15,000
Fairlawn OH	ОН	7,515	2	\$ 15,000
Fairview Park OH	ОН	16,391	2	\$ 15,000
Findlay OH	ОН	41,294	2	\$ 15,000
Forest Park OH	ОН	18,710	2	\$ 15,000
Fostoria OH	ОН	13,311	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Franklin County OH	ОН	1,274,580	2	\$ 25,000
Franklin OH	ОН	11,755	2	\$ 15,000
Fremont OH	ОН	16,213	2	\$ 15,000
Garfield Heights OH	ОН	28,013	2	\$ 15,000
Geauga County OH	ОН	93,902	2	\$ 15,000
Germantown OH	ОН	5,497	2	\$ 15,000
Girard OH	ОН	9,459	2	\$ 15,000
Glenwillow OH	ОН	935	2	\$ 15,000
Grafton OH	ОН	6,218	2	\$ 15,000
Grandview Heights OH	ОН	7,681	2	\$ 15,000
Greene County OH	ОН	165,315	2	\$ 25,000
Grove City OH	ОН	40,030	2	\$ 15,000
Groveport OH	ОН	5,610	2	\$ 15,000
Hamilton County OH	ОН	811,572	2	\$ 25,000
Hamilton OH	ОН	62,244	2	\$ 15,000
Hanover OH	ОН	1,167	2	\$ 15,000
Harrison OH	ОН	11,094	2	\$ 15,000
Hartville OH	ОН	3,017	2	\$ 15,000
Heath OH	ОН	10,627	2	\$ 15,000
Highland Hills OH	ОН	966	2	\$ 15,000
Hilliard OH	ОН	35,127	2	\$ 15,000
Huber Heights OH	ОН	38,014	2	\$ 15,000
Hudson OH	ОН	22,249	2	\$ 15,000
Huron OH	ОН	6,952	2	\$ 15,000
Independence OH	ОН	7,139	2	\$ 15,000
Ironton OH	ОН	10,787	2	\$ 15,000
Jefferson County OH	ОН	66,941	2	\$ 15,000
Kent OH	ОН	30,077	2	\$ 15,000
Kettering OH	ОН	55,261	2	\$ 15,000
Kirtland OH	ОН	6,811	2	\$ 15,000
Lake County OH	ОН	229,623	2	\$ 25,000
Lakewood OH	ОН	50,542	2	\$ 15,000
Lancaster OH	ОН	39,844	2	\$ 15,000
Lawrence County OH	ОН	60,681	2	\$ 15,000
Lebanon OH	ОН	20,608	2	\$ 15,000
Licking County OH	ОН	171,993	2	\$ 25,000
Lima OH	ОН	37,291	2	\$ 15,000
Lithopolis OH	ОН	1,443	2	\$ 15,000
Lorain County OH	ОН	306,619	2	\$ 25,000
Lorain OH	ОН	63,707	2	\$ 15,000
Louisville OH	ОН	9,337	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Loveland OH	ОН	12,715	2	\$ 15,000
Lowellville OH	ОН	1,110	2	\$ 15,000
Lucas County OH	ОН	432,783	2	\$ 25,000
Lyndhurst OH	ОН	13,637	2	\$ 15,000
Macedonia OH	ОН	11,892	2	\$ 15,000
Mahoning County OH	ОН	230,375	2	\$ 25,000
Mansfield OH	ОН	46,709	2	\$ 15,000
Maple Heights OH	ОН	22,545	2	\$ 15,000
Marble Cliff OH	ОН	676	2	\$ 15,000
Marietta OH	ОН	13,594	2	\$ 15,000
Marion OH	ОН	36,373	2	\$ 15,000
Martins Ferry OH	ОН	6,722	2	\$ 15,000
Marysville OH	ОН	23,488	2	\$ 15,000
Mason OH	ОН	32,928	2	\$ 15,000
Massillon OH	ОН	32,310	2	\$ 15,000
Maumee OH	ОН	13,858	2	\$ 15,000
Medina County OH	ОН	176,901	2	\$ 25,000
Medina OH	ОН	26,215	2	\$ 15,000
Mentor OH	ОН	46,900	2	\$ 15,000
Mentor-on-the-Lake OH	ОН	7,386	2	\$ 15,000
Miami County OH	ОН	104,587	2	\$ 25,000
Miamisburg OH	ОН	19,964	2	\$ 15,000
Middleburg Heights OH	ОН	15,660	2	\$ 15,000
Middletown OH	ОН	48,885	2	\$ 15,000
Milford OH	ОН	6,884	2	\$ 15,000
Monroe OH	ОН	13,506	2	\$ 15,000
Montgomery County OH	ОН	531,863	2	\$ 25,000
Montgomery OH	ОН	10,672	2	\$ 15,000
Moraine OH	ОН	6,448	2	\$ 15,000
Mount Healthy	ОН	6,073	2	\$ 15,000
Munroe Falls OH	ОН	5,059	2	\$ 15,000
Navarre OH	ОН	1,877	2	\$ 15,000
New Franklin OH	ОН	14,159	2	\$ 15,000
New Middletown OH	ОН	1,578	2	\$ 15,000
New Philadelphia OH	ОН	17,462	2	\$ 15,000
Newark OH	ОН	48,944	2	\$ 15,000
Newburgh Heights OH	ОН	2,094	2	\$ 15,000
Newton Falls OH	ОН	4,566	2	\$ 15,000
Niles OH	ОН	18,355	2	\$ 15,000
North Canton OH	ОН	17,369	2	\$ 15,000
North College Hill OH	OH	9,316	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
North Olmsted OH	ОН	31,911	2	\$ 15,000
North Randall OH	ОН	1,005	2	\$ 15,000
North Ridgeville OH	ОН	33,028	2	\$ 15,000
North Royalton OH	ОН	30,347	2	\$ 15,000
Northwood OH	ОН	5,380	2	\$ 15,000
Norton OH	ОН	12,048	2	\$ 15,000
Norwood OH	ОН	19,917	2	\$ 15,000
Oakwood OH	ОН	9,015	2	\$ 15,000
Oakwood OH	ОН	3,685	2	\$ 15,000
Oberlin OH	ОН	8,327	2	\$ 15,000
Obetz OH	ОН	4,886	2	\$ 15,000
Olmsted Falls OH	ОН	8,931	2	\$ 15,000
Ontario OH	ОН	6,088	2	\$ 15,000
Orange OH	ОН	3,283	2	\$ 15,000
Oregon OH	ОН	20,019	2	\$ 15,000
Ottawa County OH	ОН	40,486	2	\$ 15,000
Ottawa Hills OH	ОН	4,442	2	\$ 15,000
Painesville OH	ОН	19,791	2	\$ 15,000
Parma Heights OH	ОН	20,178	2	\$ 15,000
Parma OH	ОН	79,646	2	\$ 15,000
Pataskala OH	ОН	15,436	2	\$ 15,000
Perrysburg OH	ОН	21,421	2	\$ 15,000
Pickerington OH	ОН	20,047	2	\$ 15,000
Piqua OH	ОН	20,887	2	\$ 15,000
Portage County OH	ОН	162,595	2	\$ 25,000
Portsmouth OH	ОН	20,363	2	\$ 15,000
Powell OH	ОН	12,809	2	\$ 15,000
Ravenna OH	ОН	11,531	2	\$ 15,000
Reading OH	ОН	10,297	2	\$ 15,000
Richland County OH	ОН	121,280	2	\$ 25,000
Richmond Heights OH	ОН	10,451	2	\$ 15,000
Rittman OH	ОН	6,583	2	\$ 15,000
Riverlea OH	ОН	567	2	\$ 15,000
Riverside OH	ОН	25,058	2	\$ 15,000
Rocky River OH	ОН	20,330	2	\$ 15,000
Rossford OH	ОН	6,511	2	\$ 15,000
Salem OH	ОН	11,879	2	\$ 15,000
Sandusky OH	ОН	24,982	2	\$ 15,000
Seven Hills OH	ОН	11,688	2	\$ 15,000
Shaker Heights OH	OH	27,635	2	\$ 15,000
Sharonville OH	OH	13,817	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Shawnee Hills OH	ОН	773	2	\$ 15,000
Sheffield Lake OH	ОН	9,000	2	\$ 15,000
Sheffield OH	ОН	4,087	2	\$ 15,000
Sidney OH	ОН	20,613	2	\$ 15,000
Silverton OH	ОН	4,765	2	\$ 15,000
Solon OH	ОН	23,083	2	\$ 15,000
South Euclid OH	ОН	21,721	2	\$ 15,000
South Point OH	ОН	3,903	2	\$ 15,000
Springboro OH	ОН	18,402	2	\$ 15,000
Springdale OH	ОН	11,229	2	\$ 15,000
Springfield OH	ОН	58,893	2	\$ 15,000
St. Bernard OH	ОН	4,370	2	\$ 15,000
Stark County OH	ОН	373,449	2	\$ 25,000
Steubenville OH	ОН	18,059	2	\$ 15,000
Stow OH	ОН	34,733	2	\$ 15,000
Streetsboro OH	ОН	14,713	2	\$ 15,000
Strongsville OH	ОН	44,748	2	\$ 15,000
Struthers OH	ОН	10,308	2	\$ 15,000
Summit County OH	ОН	541,646	2	\$ 25,000
Swanton OH	ОН	3,830	2	\$ 15,000
Sylvania OH	ОН	18,887	2	\$ 15,000
Tallmadge OH	ОН	17,560	2	\$ 15,000
The Village of Indian Hill OH	ОН	5,865	2	\$ 15,000
Tiffin OH	ОН	17,547	2	\$ 15,000
Tipp City OH	ОН	9,898	2	\$ 15,000
Toledo OH	ОН	278,780	1	\$ 30,000
Toronto OH	ОН	5,063	2	\$ 15,000
Trenton OH	ОН	12,769	2	\$ 15,000
Trotwood OH	ОН	24,350	2	\$ 15,000
Troy OH	ОН	25,735	2	\$ 15,000
Trumbull County OH	ОН	201,709	2	\$ 25,000
Twinsburg OH	ОН	18,871	2	\$ 15,000
Union OH	ОН	6,610	2	\$ 15,000
University Heights OH	ОН	13,167	2	\$ 15,000
Upper Arlington OH	ОН	35,239	2	\$ 15,000
Urbana OH	ОН	11,388	2	\$ 15,000
Valley View OH	ОН	2,007	2	\$ 15,000
Valleyview OH	ОН	639	2	\$ 15,000
Vandalia OH	ОН	15,064	2	\$ 15,000
Wadsworth OH	ОН	23,097	2	\$ 15,000
Walton Hills OH	ОН	2,298	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Warren County OH	ОН	226,582	2	\$ 25,000
Warren OH	ОН	39,811	2	\$ 15,000
Warrensville Heights OH	ОН	13,269	2	\$ 15,000
Washington Court House				
OH	ОН	14,145	2	\$ 15,000
Waterville OH	ОН	5,481	2	\$ 15,000
Wayne County OH	ОН	116,670	2	\$ 25,000
West Carrollton OH	ОН	12,941	2	\$ 15,000
Westlake OH	ОН	32,377	2	\$ 15,000
Wickliffe OH	ОН	12,723	2	\$ 15,000
Willoughby Hills OH	ОН	9,510	2	\$ 15,000
Willoughby OH	ОН	22,863	2	\$ 15,000
Willowick OH	ОН	14,129	2	\$ 15,000
Wood County OH	ОН	129,808	2	\$ 25,000
Woodlawn OH	ОН	3,304	2	\$ 15,000
Worthington OH	ОН	14,629	2	\$ 15,000
Wyoming OH	ОН	8,530	2	\$ 15,000
Xenia OH	ОН	26,290	2	\$ 15,000
Youngstown OH	ОН	64,358	2	\$ 15,000
Zanesville OH	ОН	25,348	2	\$ 15,000
Albany OR	OR	52,689	2	\$ 15,000
Benton County OR	OR	89,743	2	\$ 15,000
Clackamas County OR	OR	406,794	1	\$ 30,000
Fairview OR	OR	9,361	1	\$ 20,000
Gladstone OR	OR	12,078	1	\$ 20,000
Gresham OR	OR	111,813	1	\$ 30,000
Happy Valley OR	OR	19,357	1	\$ 20,000
Keizer OR	OR	38,765	2	\$ 15,000
Lake Oswego OR	OR	38,658	1	\$ 20,000
Linn County OR	OR	122,730	2	\$ 25,000
Marion County OR	OR	335,816	2	\$ 25,000
Millersburg OR	OR	1,672	2	\$ 15,000
Milwaukie OR	OR	21,013	1	\$ 20,000
Multnomah County OR	OR	803,741	1	\$ 30,000
Oregon City OR	OR	36,027	1	\$ 20,000
Polk County OR	OR	81,468	2	\$ 15,000
Port of Portland	OR	#N/A	1	\$ 30,000
Portland OR	OR	643,136	1	\$ 30,000
Rivergrove OR	OR	369	1	\$ 20,000
Salem OR	OR	166,599	1	\$ 30,000
Troutdale OR	OR	16,693	2	\$ 15,000
West Linn OR	OR	26,634	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Wilsonville OR	OR	23,670	1	\$ 20,000
Aldan PA	PA	4,158	2	\$ 15,000
Avalon PA	PA	4,617	2	\$ 15,000
Avoca PA	PA	2,623	2	\$ 15,000
Avondale PA	PA	1,399	2	\$ 15,000
Baldwin Township PA	PA	1,934	2	\$ 15,000
Bellevue PA	PA	8,204	2	\$ 15,000
Ben Avon Heights PA	PA	367	2	\$ 15,000
Ben Avon PA	PA	1,766	2	\$ 15,000
Berks County PA	PA	415,748	2	\$ 25,000
Berwick PA	PA	10,159	2	\$ 15,000
Big Beaver PA	PA	1,901	2	\$ 15,000
Birdsboro PA	PA	5,125	2	\$ 15,000
Briar Creek PA	PA	684	2	\$ 15,000
Bridgeport PA	PA	4,575	2	\$ 15,000
Bridgeville PA	PA	5,053	2	\$ 15,000
Bristol PA	PA	9,609	2	\$ 15,000
Bristol Township PA	PA	53,751	2	\$ 15,000
Brookhaven PA	PA	8,041	2	\$ 15,000
Bryn Athyn PA	PA	1,392	2	\$ 15,000
Bucks County PA	PA	625,925	2	\$ 25,000
Camp Hill PA	PA	7,918	2	\$ 15,000
Canonsburg PA	PA	8,867	2	\$ 15,000
Carnegie PA	PA	7,936	2	\$ 15,000
Castle Shannon PA	PA	8,215	2	\$ 15,000
Catawissa PA	PA	1,500	2	\$ 15,000
Centerport PA	PA	359	2	\$ 15,000
Chalfont PA	PA	4,046	2	\$ 15,000
Chester County PA	PA	516,813	2	\$ 25,000
Chester Heights PA	PA	2,615	2	\$ 15,000
Chester PA	PA	33,973	2	\$ 15,000
Chester Township PA	PA	4,084	2	\$ 15,000
Clifton Heights PA	PA	6,695	2	\$ 15,000
Collingdale PA	PA	8,791	2	\$ 15,000
Colwyn PA	PA	2,552	2	\$ 15,000
Conshohocken PA	PA	8,032	2	\$ 15,000
Coraopolis PA	PA	5,577	2	\$ 15,000
Courtdale PA	PA	725	2	\$ 15,000
Cressona PA	PA	1,614	2	\$ 15,000
Danville PA	PA	4,603	2	\$ 15,000
Darby PA	PA	10,697	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Darby Township PA	PA	9,276	2	\$ 15,000
Darlington PA	PA	242	2	\$ 15,000
Dauphin County PA	PA	274,266	2	\$ 25,000
Delaware County PA	PA	563,490	2	\$ 25,000
Delaware Water Gap PA	PA	715	2	\$ 15,000
Downingtown PA	PA	7,928	2	\$ 15,000
Doylestown PA	PA	8,300	2	\$ 15,000
Dupont PA	PA	2,684	2	\$ 15,000
Duryea PA	PA	4,861	2	\$ 15,000
East Lansdowne PA	PA	2,671	2	\$ 15,000
Easton PA	PA	27,051	2	\$ 15,000
Eddystone PA	PA	2,410	2	\$ 15,000
Edwardsville PA	PA	4,719	2	\$ 15,000
Emsworth PA	PA	2,402	2	\$ 15,000
Erie PA	PA	98,239	2	\$ 15,000
Exeter PA	PA	5,594	2	\$ 15,000
Exeter Township PA	PA	25,724	2	\$ 15,000
Folcroft PA	PA	6,627	2	\$ 15,000
Forty Fort PA	PA	4,114	2	\$ 15,000
Franklin Park PA	PA	14,439	2	\$ 15,000
Glenfield PA	PA	210	2	\$ 15,000
Glenolden PA	PA	7,158	2	\$ 15,000
Great Bend PA	PA	684	2	\$ 15,000
Green Tree PA	PA	4,913	2	\$ 15,000
Hallstead PA	PA	1,239	2	\$ 15,000
Hamburg PA	PA	4,354	2	\$ 15,000
Harrisburg PA	PA	49,172	2	\$ 15,000
Hatboro PA	PA	7,432	2	\$ 15,000
Heidelberg PA	PA	1,226	2	\$ 15,000
Horsham Township PA	PA	26,503	2	\$ 15,000
Hughestown PA	PA	1,377	2	\$ 15,000
Hulmeville PA	PA	993	2	\$ 15,000
Ingram PA	PA	3,268	2	\$ 15,000
Ivyland PA	PA	1,042	2	\$ 15,000
Jenkintown PA	PA	4,440	2	\$ 15,000
Kenhorst PA	PA	2,869	2	\$ 15,000
Kennett Square PA	PA	6,160	2	\$ 15,000
Kingston PA	PA	12,891	2	\$ 15,000
Kingston Township PA	PA	6,895	2	\$ 15,000
Laflin PA	PA	1,441	2	\$ 15,000
Lake City PA	PA	2,952	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Langhorne Manor PA	PA	1,430	2	\$ 15,000
Langhorne PA	PA	1,592	2	\$ 15,000
Lansdowne PA	PA	10,642	2	\$ 15,000
Larksville PA	PA	4,403	2	\$ 15,000
Laureldale PA	PA	3,895	2	\$ 15,000
Lawrence Park Township				
PA	PA	3,850	2	\$ 15,000
Leesport PA	PA	1,886	2	\$ 15,000
Luzerne County PA	PA	317,018	2	\$ 25,000
Malvern PA	PA	3,428	2	\$ 15,000
Marcus Hook PA	PA	2,402	2	\$ 15,000
McDonald PA	PA	2,086	2	\$ 15,000
Mechanicsburg PA	PA	8,995	2	\$ 15,000
Media PA	PA	5,356	2	\$ 15,000
Midway PA	PA	885	2	\$ 15,000
Milford Township PA	PA	10,073	2	\$ 15,000
Millbourne PA	PA	1,161	2	\$ 15,000
Montgomery County PA	PA	820,084	2	\$ 25,000
Moosic PA	PA	5,744	2	\$ 15,000
Morrisville PA	PA	8,583	2	\$ 15,000
Morton PA	PA	2,667	2	\$ 15,000
Narberth PA	PA	4,353	2	\$ 15,000
Nescopeck PA	PA	1,545	2	\$ 15,000
New Britain PA	PA	2,963	2	\$ 15,000
New Castle PA	PA	24,060	2	\$ 15,000
New Hope PA	PA	2,497	2	\$ 15,000
Newtown PA	PA	2,244	2	\$ 15,000
Norristown PA	PA	34,511	2	\$ 15,000
Northampton County PA	PA	301,364	2	\$ 25,000
Norwood PA	PA	5,893	2	\$ 15,000
Old Forge PA	PA	7,990	2	\$ 15,000
Parkside PA	PA	2,327	2	\$ 15,000
Penndel PA	PA	2,188	2	\$ 15,000
Pennsbury Village PA	PA	664	2	\$ 15,000
Philadelphia PA	PA	1,576,390	1	\$ 30,000
Phoenixville PA	PA	16,945	2	\$ 15,000
Pittston Township PA	PA	3,378	2	\$ 15,000
Plymouth PA	PA	5,814	2	\$ 15,000
Plymouth Township PA	PA	17,594	2	\$ 15,000
Port Clinton PA	PA	313	2	\$ 15,000
Pottstown PA	PA	22,703	2	\$ 15,000
Pottsville PA	PA	14,340	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Pringle PA	PA	958	2	\$ 15,000
Prospect Park PA	PA	6,488	2	\$ 15,000
Reading PA	PA	88,145	2	\$ 15,000
Ridley Park PA	PA	7,039	2	\$ 15,000
Riverside PA	PA	1,890	2	\$ 15,000
Rockledge PA	PA	2,541	2	\$ 15,000
Rose Valley PA	PA	948	2	\$ 15,000
Rosslyn Farms PA	PA	420	2	\$ 15,000
Royersford PA	PA	4,776	2	\$ 15,000
Rutledge PA	PA	798	2	\$ 15,000
Sewickley Hills PA	PA	726	2	\$ 15,000
Sharon Hill PA	PA	5,685	2	\$ 15,000
Shillington PA	PA	5,289	2	\$ 15,000
Shoemakersville PA	PA	1,378	2	\$ 15,000
Sinking Spring PA	PA	4,091	2	\$ 15,000
Sugar Notch PA	PA	967	2	\$ 15,000
Swarthmore PA	PA	6,249	2	\$ 15,000
Swoyersville PA	PA	4,955	2	\$ 15,000
Taylor PA	PA	5,980	2	\$ 15,000
Thornburg PA	PA	445	2	\$ 15,000
Trainer PA	PA	1,846	2	\$ 15,000
Trappe PA	PA	3,526	2	\$ 15,000
Tullytown PA	PA	1,931	2	\$ 15,000
Upland PA	PA	3,309	2	\$ 15,000
Upper St. Clair Township PA	PA	19,743	2	\$ 15,000
Warrior Run PA	PA	575	2	\$ 15,000
West Chester PA	PA	20,021	2	\$ 15,000
West Conshohocken PA	PA	1,394	2	\$ 15,000
West Grove PA	PA	2,850	2	\$ 15,000
West Pittston PA	PA	4,764	2	\$ 15,000
West Reading PA	PA	4,201	2	\$ 15,000
West View PA	PA	6,641	2	\$ 15,000
West Wyoming PA	PA	2,681	2	\$ 15,000
Wormleysburg PA	PA	3,073	2	\$ 15,000
Wyoming PA	PA	3,019	2	\$ 15,000
Wyomissing PA	PA	10,432	2	\$ 15,000
Yardley PA	PA	2,470	2	\$ 15,000
Yatesville PA	PA	606	2	\$ 15,000
Yeadon PA	PA	11,494	2	\$ 15,000
Central Falls RI	RI	19,480	2	\$ 15,000
Cranston RI	RI	81,188	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
East Providence RI	RI	47,492	2	\$ 15,000
Pawtucket RI	RI	71,798	2	\$ 15,000
Providence RI	RI	179,720	2	\$ 25,000
Warwick RI	RI	80,977	2	\$ 15,000
Woonsocket RI	RI	41,567	2	\$ 15,000
Laurens County SC	SC	66,656	2	\$ 15,000
Pickens County SC	SC	123,042	2	\$ 25,000
Alcoa TN	TN	9,690	2	\$ 15,000
Anderson County TN	TN	75,583	2	\$ 15,000
Bartlett TN	TN	58,853	2	\$ 15,000
Blount County TN	TN	128,259	2	\$ 25,000
Bristol TN	TN	26,968	2	\$ 15,000
Chattanooga TN	TN	177,104	1	\$ 30,000
Farragut TN	TN	22,210	2	\$ 15,000
Hamilton County TN	TN	357,858	2	\$ 25,000
Knox County TN	TN	455,650	2	\$ 25,000
Knoxville TN	TN	185,193	1	\$ 30,000
Lenoir City TN	TN	9,077	2	\$ 15,000
Loudon County TN	TN	51,348	2	\$ 15,000
Marion County TN	TN	28,351	2	\$ 15,000
Maryville TN	TN	28,448	2	\$ 15,000
Memphis TN	TN	653,184	1	\$ 30,000
Monroe County TN	TN	45,879	2	\$ 15,000
Oak Ridge TN	TN	28,956	2	\$ 15,000
Portland TN	TN	12,553	2	\$ 15,000
Roane County TN	TN	52,862	2	\$ 15,000
Shelby County TN	TN	936,759	2	\$ 25,000
Signal Mountain TN	TN	8,531	2	\$ 15,000
Sumner County TN	TN	179,143	2	\$ 25,000
Alamo TX	TX	19,596	2	\$ 15,000
Alton TX	TX	16,810	2	\$ 15,000
Alvin TX	TX	26,210	2	\$ 15,000
Angleton TX	TX	19,381	2	\$ 15,000
Arcola TX	TX	2,280	2	\$ 15,000
Arlington TX	TX	394,780	1	\$ 30,000
Balch Springs TX	TX	25,270	2	\$ 15,000
Baytown TX	TX	76,544	2	\$ 15,000
Bedford TX	TX	49,554	2	\$ 15,000
Bellaire TX	TX	18,824	2	\$ 15,000
Benbrook TX	TX	22,934	2	\$ 15,000
Bexar County TX	TX	1,929,530	2	\$ 25,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Blue Mound TX	TX	2,492	2	\$ 15,000
Brazoria County TX	TX	353,778	2	\$ 25,000
Cameron County TX	TX	422,137	2	\$ 25,000
Chambers County TX	TX	40,247	2	\$ 15,000
Clear Lake Shores	TX	1,190	2	\$ 15,000
Clute TX	TX	11,525	2	\$ 15,000
Cockrell Hill TX	TX	4,276	2	\$ 15,000
Colleyville TX	TX	26,186	2	\$ 15,000
Cove TX	TX	519	2	\$ 15,000
Dallas County TX	TX	2,592,844	2	\$ 25,000
Dallas TX	TX	1,324,477	1	\$ 30,000
Dalworthington Gardens TX	TX	2,388	2	\$ 15,000
Deer Park TX	TX	34,034	2	\$ 15,000
Dickinson TX	TX	20,563	2	\$ 15,000
Donna TX	TX	16,617	2	\$ 15,000
Edcouch TX	TX	3,328	2	\$ 15,000
Edinburg TX	TX	93,053	2	\$ 15,000
Euless TX	TX	54,902	2	\$ 15,000
Fort Bend County TX	TX	743,303	2	\$ 25,000
Fort Worth TX	TX	856,902	1	\$ 30,000
Freeport TX	TX	12,050	2	\$ 15,000
Friendswood TX	TX	39,411	2	\$ 15,000
Galena Park TX	TX	11,097	2	\$ 15,000
Galveston County TX	TX	328,822	2	\$ 25,000
Galveston TX	TX	50,238	2	\$ 15,000
Grand Prairie TX	TX	192,300	2	\$ 25,000
Haltom City TX	TX	44,485	2	\$ 15,000
Harlingen TX	TX	65,289	2	\$ 15,000
Harris County TX	TX	4,629,189	1	\$ 30,000
Helotes TX	TX	8,781	2	\$ 15,000
Hidalgo County TX	TX	850,798	2	\$ 25,000
Hidalgo TX	TX	13,774	2	\$ 15,000
Hitchcock TX	TX	7,824	2	\$ 15,000
Houston TX	TX	2,309,752	1	\$ 30,000
Hurst TX	TX	39,164	2	\$ 15,000
Hutchins TX	TX	5,622	2	\$ 15,000
Irving TX	TX	240,086	1	\$ 30,000
Jacinto City TX	TX	10,754	2	\$ 15,000
Kemah TX	TX	2,001	2	\$ 15,000
Kennedale TX	TX	7,931	2	\$ 15,000
La Feria TX	TX	7,133	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
La Joya TX	TX	4,269	2	\$ 15,000
La Marque TX	TX	16,374	2	\$ 15,000
La Porte TX	TX	35,477	2	\$ 15,000
Lake Jackson TX	TX	27,268	2	\$ 15,000
Lake Worth TX	TX	4,973	2	\$ 15,000
Lancaster TX	TX	39,192	2	\$ 15,000
League City TX	TX	101,800	2	\$ 25,000
Leon Valley TX	TX	11,373	2	\$ 15,000
Mansfield TX	TX	66,217	2	\$ 15,000
McAllen TX	TX	142,418	2	\$ 25,000
Mercedes TX	TX	16,625	2	\$ 15,000
Mesquite TX	TX	139,824	1	\$ 30,000
Mission TX	TX	83,788	2	\$ 15,000
Missouri City TX	TX	74,190	2	\$ 15,000
Mont Belvieu TX	TX	5,568	2	\$ 15,000
Nassau Bay TX	TX	4,084	2	\$ 15,000
North Richland Hills TX	TX	69,999	2	\$ 15,000
Palmhurst TX	TX	2,719	2	\$ 15,000
Palmview TX	TX	5,756	2	\$ 15,000
Pantego TX	TX	2,549	2	\$ 15,000
Pasadena TX	TX	154,632	2	\$ 25,000
Pearland TX	TX	116,332	2	\$ 25,000
Pharr TX	TX	77,846	2	\$ 15,000
Richland Hills TX	TX	8,093	2	\$ 15,000
Richwood TX	TX	3,883	2	\$ 15,000
River Oaks TX	TX	7,706	2	\$ 15,000
Saginaw TX	TX	22,884	2	\$ 15,000
San Antonio TX	TX	1,488,512	1	\$ 30,000
San Benito TX	TX	24,524	2	\$ 15,000
San Juan TX	TX	36,835	2	\$ 15,000
Sansom Park TX	TX	4,880	2	\$ 15,000
Santa Fe TX	TX	13,288	2	\$ 15,000
Seabrook TX	TX	13,768	2	\$ 15,000
Seagoville TX	TX	16,362	2	\$ 15,000
Southside Place TX	TX	1,848	2	\$ 15,000
Stafford TX	TX	18,478	2	\$ 15,000
Tarrant County TX	TX	2,024,925	2	\$ 25,000
Taylor Lake Village TX	TX	3,666	2	\$ 15,000
Texas City TX	TX	48,052	2	\$ 15,000
Watauga TX	TX	24,674	2	\$ 15,000
Webster TX	TX	11,144	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Weslaco TX	TX	39,929	2	\$ 15,000
West University Place TX	TX	15,649	2	\$ 15,000
Westworth Village TX	TX	2,673	2	\$ 15,000
White Settlement TX	TX	17,235	2	\$ 15,000
Wilmer TX	TX	4,083	2	\$ 15,000
American Fork UT	UT	28,660	2	\$ 15,000
Bluffdale UT	UT	11,717	2	\$ 15,000
Cedar Hills UT	UT	10,301	2	\$ 15,000
Draper UT	UT	47,084	2	\$ 15,000
Eagle Mountain UT	UT	28,869	2	\$ 15,000
Highland UT	UT	18,465	2	\$ 15,000
Lehi UT	UT	61,675	2	\$ 15,000
Lindon UT	UT	10,854	2	\$ 15,000
Orem UT	UT	96,865	2	\$ 15,000
Pleasant Grove UT	UT	38,485	2	\$ 15,000
Provo UT	UT	116,573	2	\$ 25,000
Salt Lake County UT	UT	1,120,684	2	\$ 25,000
Saratoga Springs UT	UT	26,596	2	\$ 15,000
Spanish Fork UT	UT	38,683	2	\$ 15,000
Springville UT	UT	32,970	2	\$ 15,000
Utah County UT	UT	590,082	2	\$ 25,000
Vineyard UT	UT	4,143	2	\$ 15,000
Abingdon VA	VA	8,034	2	\$ 15,000
Alexandria VA	VA	157,045	2	\$ 25,000
Arlington County VA	VA	231,582	1	\$ 30,000
Augusta County VA	VA	74,793	2	\$ 15,000
Bristol VA	VA	16,843	2	\$ 15,000
Chesapeake VA	VA	237,591	1	\$ 30,000
Chesterfield County VA	VA	338,414	1	\$ 30,000
Danville VA	VA	41,641	2	\$ 15,000
Fairfax County VA	VA	1,143,229	1	\$ 30,000
Fairfax VA	VA	23,835	2	\$ 15,000
Falls Church VA	VA	13,782	2	\$ 15,000
Fredericksburg VA	VA	28,379	2	\$ 15,000
Hampton VA	VA	135,238	1	\$ 30,000
Henrico County VA	VA	325,589	1	\$ 30,000
Hopewell VA	VA	22,553	2	\$ 15,000
James City County VA	VA	73,994	2	\$ 15,000
Loudoun County VA	VA	385,524	2	\$ 25,000
Lynchburg VA	VA	80,038	2	\$ 15,000
Manassas Park VA	VA	16,143	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Manassas VA	VA	41,435	2	\$ 15,000
Montgomery County VA	VA	98,254	2	\$ 15,000
Newport News VA	VA	180,179	1	\$ 30,000
Norfolk VA	VA	245,843	1	\$ 30,000
Petersburg VA	VA	31,698	2	\$ 15,000
Poquoson VA	VA	11,943	2	\$ 15,000
Portsmouth VA	VA	95,094	1	\$ 20,000
Prince William County				
VA	VA	457,023	1	\$ 30,000
Radford VA	VA	17,420	2	\$ 15,000
Richmond VA	VA	204,451	2	\$ 25,000
Roanoke County VA	VA	93,371	2	\$ 15,000
Roanoke VA	VA	99,572	2	\$ 15,000
Salem VA	VA	25,438	2	\$ 15,000
Stafford County VA	VA	143,578	2	\$ 25,000
Staunton VA	VA	24,266	2	\$ 15,000
Suffolk VA	VA	89,322	2	\$ 15,000
Vienna VA	VA	16,482	2	\$ 15,000
Vinton VA	VA	8,043	2	\$ 15,000
Virginia Beach VA	VA	451,136	1	\$ 30,000
York County VA	VA	67,812	2	\$ 15,000
Burlington VT	VT	42,303	2	\$ 15,000
Essex Junction VT	VT	10,386	2	\$ 15,000
South Burlington VT	VT	18,921	2	\$ 15,000
St. Albans VT	VT	6,821	2	\$ 15,000
Winooski VT	VT	7,159	2	\$ 15,000
Asotin County WA	WA	22,275	2	\$ 15,000
Auburn WA	WA	78,660	2	\$ 15,000
Bainbridge Island WA	WA	24,165	2	\$ 15,000
Bellevue WA	WA	141,927	2	\$ 25,000
Bellingham WA	WA	87,038	2	\$ 15,000
Benton County WA	WA	193,652	2	\$ 25,000
Bothell WA	WA	44,818	2	\$ 15,000
Bremerton WA	WA	40,536	2	\$ 15,000
Brier WA	WA	6,814	2	\$ 15,000
Burien WA	WA	51,435	2	\$ 15,000
Burlington WA	WA	8,719	2	\$ 15,000
Camas WA	WA	22,586	2	\$ 15,000
Centralia WA	WA	16,859	2	\$ 15,000
Chelan County WA	WA	75,977	2	\$ 15,000
Clark County WA	WA	465,310	1	\$ 30,000
Clarkston WA	WA	7,344	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Clyde Hill WA	WA	3,290	2	\$ 15,000
Cowlitz County WA	WA	104,826	2	\$ 25,000
Des Moines WA	WA	31,379	2	\$ 15,000
Douglas County WA	WA	41,426	2	\$ 15,000
DuPont WA	WA	9,404	2	\$ 15,000
East Wenatchee WA	WA	13,894	2	\$ 15,000
Edgewood WA	WA	10,659	2	\$ 15,000
Edmonds WA	WA	41,757	2	\$ 15,000
Ellensburg WA	WA	19,763	2	\$ 15,000
Federal Way WA	WA	97,241	2	\$ 15,000
Fife WA	WA	10,063	2	\$ 15,000
Franklin County WA	WA	90,315	2	\$ 15,000
Gig Harbor WA	WA	9,493	2	\$ 15,000
Grant County WA	WA	94,512	2	\$ 15,000
Kelso WA	WA	11,976	2	\$ 15,000
Kenmore WA	WA	22,524	2	\$ 15,000
Kennewick WA	WA	80,153	2	\$ 15,000
Kent WA	WA	128,316	2	\$ 25,000
King County WA	WA	2,166,602	1	\$ 30,000
Kirkland WA	WA	88,062	2	\$ 15,000
Kitsap County WA	WA	263,283	2	\$ 25,000
Lacey WA	WA	47,366	2	\$ 15,000
Lake Forest Park WA	WA	13,362	2	\$ 15,000
Lakewood WA	WA	59,741	2	\$ 15,000
Lewis County WA	WA	76,622	2	\$ 15,000
Longview WA	WA	37,033	2	\$ 15,000
Lynnwood WA	WA	38,061	2	\$ 15,000
Medina WA	WA	3,266	2	\$ 15,000
Mercer Island WA	WA	25,618	2	\$ 15,000
Milton WA	WA	8,169	2	\$ 15,000
Moses Lake WA	WA	22,470	2	\$ 15,000
Mount Vernon WA	WA	34,506	2	\$ 15,000
Mountlake Terrace WA	WA	21,135	2	\$ 15,000
Newcastle WA	WA	11,599	2	\$ 15,000
Normandy Park WA	WA	6,700	2	\$ 15,000
Olympia WA	WA	50,728	2	\$ 15,000
Pasco WA	WA	71,618	2	\$ 15,000
Pierce County WA	WA	860,072	1	\$ 30,000
Port of Olympia	WA	#N/A	2	\$ 25,000
Port of Seattle	WA	#N/A	1	\$ 30,000
Port of Tacoma	WA	#N/A	1	\$ 30,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Port Orchard WA	WA	13,833	2	\$ 15,000
Poulsbo WA	WA	10,308	2	\$ 15,000
Puyallup WA	WA	40,344	2	\$ 15,000
Redmond WA	WA	62,863	2	\$ 15,000
Renton WA	WA	101,638	2	\$ 25,000
Richland WA	WA	54,742	2	\$ 15,000
SeaTac WA	WA	29,181	2	\$ 15,000
Seattle WA	WA	710,510	1	\$ 30,000
Sedro-Woolley WA	WA	11,495	2	\$ 15,000
Selah WA	WA	7,723	2	\$ 15,000
Shoreline WA	WA	55,751	2	\$ 15,000
Skagit County WA	WA	123,709	2	\$ 25,000
Snohomish County WA	WA	787,695	1	\$ 30,000
Spokane County WA	WA	497,143	2	\$ 25,000
Spokane Valley WA	WA	95,794	2	\$ 15,000
Spokane WA	WA	214,990	2	\$ 25,000
Steilacoom WA	WA	6,262	2	\$ 15,000
Tacoma WA	WA	210,268	1	\$ 30,000
Thurston County WA	WA	273,721	2	\$ 25,000
Tukwila WA	WA	20,217	2	\$ 15,000
Tumwater WA	WA	22,380	2	\$ 15,000
Union Gap WA	WA	6,154	2	\$ 15,000
University Place WA	WA	32,984	2	\$ 15,000
Vancouver WA	WA	178,627	2	\$ 25,000
Walla Walla County WA	WA	60,094	2	\$ 15,000
Washougal WA	WA	15,467	2	\$ 15,000
Wenatchee WA	WA	34,228	2	\$ 15,000
West Richland WA	WA	14,216	2	\$ 15,000
Whatcom County WA	WA	216,569	2	\$ 25,000
Woodinville WA	WA	12,054	2	\$ 15,000
Yakima County WA	WA	249,691	2	\$ 25,000
Yakima WA	WA	93,572	2	\$ 15,000
Algoma WI	WI	3,075	2	\$ 15,000
Allouez WI	WI	13,841	2	\$ 15,000
Appleton WI	WI	74,433	2	\$ 15,000
Ashwaubenon WI	WI	17,184	2	\$ 15,000
Bayside WI	WI	4,410	2	\$ 15,000
Bellevue WI	WI	15,570	2	\$ 15,000
Beloit WI	WI	36,691	2	\$ 15,000
Big Bend WI	WI	1,315	2	\$ 15,000
Brookfield WI	WI	39,200	1	\$ 20,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Brown County WI	WI	259,546	2	\$ 25,000
Brown Deer WI	WI	12,051	2	\$ 15,000
Burlington WI	WI	10,658	2	\$ 15,000
Butler WI	WI	1,821	2	\$ 15,000
Caledonia WI	WI	24,841	2	\$ 15,000
Calumet County WI	WI	49,600	2	\$ 15,000
Cedarburg WI	WI	11,503	2	\$ 15,000
Chippewa County WI	WI	63,526	2	\$ 15,000
Chippewa Falls WI	WI	14,003	2	\$ 15,000
Combined Locks WI	WI	3,577	2	\$ 15,000
Cudahy WI	WI	18,980	2	\$ 15,000
Dane County WI	WI	530,885	2	\$ 25,000
De Pere WI	WI	24,850	2	\$ 15,000
Delafield WI	WI	7,502	2	\$ 15,000
Douglas County WI	WI	43,351	2	\$ 15,000
Eau Claire County WI	WI	102,941	2	\$ 25,000
Eau Claire WI	WI	68,276	2	\$ 15,000
Eden WI	WI	874	2	\$ 15,000
Elmwood Park WI	WI	506	2	\$ 15,000
Fitchburg WI	WI	28,814	1	\$ 20,000
Fond du Lac County WI	WI	102,201	2	\$ 25,000
Fond du Lac WI	WI	42,853	2	\$ 15,000
Fox Point WI	WI	6,705	2	\$ 15,000
Franklin WI	WI	36,262	2	\$ 15,000
Glendale WI	WI	13,078	2	\$ 15,000
Grafton WI	WI	11,583	2	\$ 15,000
Green Bay WI	WI	104,719	2	\$ 25,000
Greendale WI	WI	14,256	2	\$ 15,000
Greenfield WI	WI	36,943	1	\$ 20,000
Hobart WI	WI	8,555	2	\$ 15,000
Holmen WI	WI	9,843	2	\$ 15,000
Howard WI	WI	19,318	2	\$ 15,000
Howards Grove WI	WI	3,245	2	\$ 15,000
Hudson WI	WI	13,605	2	\$ 15,000
Janesville WI	WI	64,029	2	\$ 15,000
Jefferson County WI	WI	84,485	2	\$ 15,000
Kaukauna WI	WI	15,941	2	\$ 15,000
Kenosha County WI	WI	167,954	2	\$ 25,000
Kenosha WI	WI	99,485	2	\$ 15,000
Kewaskum WI	WI	4,153	2	\$ 15,000
Kimberly WI	WI	6,735	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Kohler WI	WI	2,087	2	\$ 15,000
Kronenwetter WI	WI	7,587	2	\$ 15,000
La Crosse County WI	WI	117,733	2	\$ 25,000
La Crosse WI	WI	51,851	2	\$ 15,000
Lake Hallie WI	WI	6,625	2	\$ 15,000
Lannon WI	WI	1,167	2	\$ 15,000
Little Chute WI	WI	11,289	2	\$ 15,000
Madison WI	WI	252,485	1	\$ 30,000
Manitowoc WI	WI	32,845	2	\$ 15,000
Maple Bluff WI	WI	1,344	2	\$ 15,000
Marathon County WI	WI	135,057	2	\$ 25,000
Marinette WI	WI	10,615	2	\$ 15,000
McFarland WI	WI	8,427	2	\$ 15,000
Menasha WI	WI	17,698	2	\$ 15,000
Menomonee Falls WI	WI	36,755	2	\$ 15,000
Mequon WI	WI	23,476	2	\$ 15,000
Merrill WI	WI	9,157	2	\$ 15,000
Merton WI	WI	3,599	2	\$ 15,000
Middleton WI	WI	19,062	1	\$ 20,000
Milton WI	WI	5,556	2	\$ 15,000
Milwaukee County WI	WI	948,301	1	\$ 30,000
Milwaukee WI	WI	597,123	1	\$ 30,000
Monona WI	WI	8,170	1	\$ 20,000
Mosinee WI	WI	3,992	2	\$ 15,000
Mount Pleasant WI	WI	26,699	2	\$ 15,000
Mukwonago WI	WI	7,823	2	\$ 15,000
Muskego WI	WI	24,867	2	\$ 15,000
Neenah WI	WI	25,845	2	\$ 15,000
New Berlin WI	WI	39,770	2	\$ 15,000
North Bay WI	WI	237	2	\$ 15,000
North Fond du Lac WI	WI	5,088	2	\$ 15,000
Oak Creek WI	WI	36,037	2	\$ 15,000
Oconomowoc Lake WI	WI	590	2	\$ 15,000
Oconomowoc WI	WI	16,558	2	\$ 15,000
Oliver WI	WI	407	2	\$ 15,000
Omro WI	WI	3,566	2	\$ 15,000
Onalaska WI	WI	18,627	2	\$ 15,000
Oshkosh WI	WI	66,517	2	\$ 15,000
Outagamie County WI	WI	184,755	2	\$ 25,000
Ozaukee County WI	WI	88,327	2	\$ 15,000
Paddock Lake WI	WI	2,984	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Pewaukee WI	WI	14,332	1	\$ 20,000
Pewaukee WI	WI	8,184	2	\$ 15,000
Pleasant Prairie WI	WI	20,759	2	\$ 15,000
Plover WI	WI	12,651	2	\$ 15,000
Port Washington WI	WI	11,656	2	\$ 15,000
Portage WI	WI	10,349	2	\$ 15,000
Racine County WI	WI	194,913	2	\$ 25,000
Racine WI	WI	77,455	2	\$ 15,000
Richfield WI	WI	11,618	2	\$ 15,000
River Falls WI	WI	15,336	2	\$ 15,000
River Hills WI	WI	1,599	2	\$ 15,000
Rock County WI	WI	161,394	2	\$ 25,000
Rothschild WI	WI	5,310	2	\$ 15,000
Saukville WI	WI	4,465	2	\$ 15,000
Schofield WI	WI	2,184	2	\$ 15,000
Sheboygan County WI	WI	115,099	2	\$ 25,000
Sheboygan Falls WI	WI	7,853	2	\$ 15,000
Sheboygan WI	WI	48,576	2	\$ 15,000
Sherwood WI	WI	2,878	2	\$ 15,000
Shorewood Hills WI	WI	2,039	2	\$ 15,000
Shorewood WI	WI	13,423	2	\$ 15,000
South Milwaukee WI	WI	21,124	2	\$ 15,000
St. Croix County WI	WI	87,603	2	\$ 15,000
St. Francis WI	WI	9,471	2	\$ 15,000
Stevens Point WI	WI	26,363	2	\$ 15,000
Stoughton WI	WI	13,126	1	\$ 20,000
Suamico WI	WI	12,535	2	\$ 15,000
Superior WI	WI	26,334	2	\$ 15,000
Superior WI	WI	660	2	\$ 15,000
Sussex WI	WI	10,773	2	\$ 15,000
Thiensville WI	WI	3,182	2	\$ 15,000
Twin Lakes WI	WI	6,062	2	\$ 15,000
Two Rivers WI	WI	11,211	2	\$ 15,000
Washington County WI	WI	134,386	2	\$ 25,000
Waukesha WI	WI	68,376	2	\$ 15,000
Waukesha County WI	WI	398,561	2	\$ 25,000
Waunakee WI	WI	13,581	2	\$ 15,000
Wausau WI	WI	38,430	2	\$ 15,000
West Bend WI	WI	31,654	2	\$ 15,000
West Milwaukee WI	WI	4,181	2	\$ 15,000
West Salem WI	WI	4,983	2	\$ 15,000

Class Member	State	Population	MS4 NPDES Phase I or II	Settlement Amount
Weston WI	WI	15,099	2	\$ 15,000
Whitefish Bay WI	WI	14,061	2	\$ 15,000
Wind Point WI	WI	1,703	2	\$ 15,000
Winnebago County WI	WI	169,637	2	\$ 25,000
Wisconsin Rapids WI	WI	17,898	2	\$ 15,000
Belle WV	WV	1,185	2	\$ 15,000
Benwood WV	WV	1,332	2	\$ 15,000
Bethlehem WV	WV	2,396	2	\$ 15,000
Bluefield WV	WV	10,056	2	\$ 15,000
Ceredo WV	WV	1,340	2	\$ 15,000
Charleston WV	WV	48,784	2	\$ 15,000
Chesapeake WV	WV	1,482	2	\$ 15,000
Clarksburg WV	WV	15,883	2	\$ 15,000
Dunbar WV	WV	7,473	2	\$ 15,000
Eleanor WV	WV	1,577	2	\$ 15,000
Fairmont WV	WV	18,489	2	\$ 15,000
Follansbee WV	WV	2,801	2	\$ 15,000
Glen Dale WV	WV	1,440	2	\$ 15,000
Huntington WV	WV	47,592	2	\$ 15,000
Kenova WV	WV	3,094	2	\$ 15,000
Marmet WV	WV	1,432	2	\$ 15,000
McMechen WV	WV	1,810	2	\$ 15,000
Montgomery WV	WV	1,570	2	\$ 15,000
Moundsville WV	WV	8,647	2	\$ 15,000
Nitro WV	WV	6,655	2	\$ 15,000
Parkersburg WV	WV	30,373	2	\$ 15,000
Poca WV	WV	986	2	\$ 15,000
South Charleston WV	WV	12,723	2	\$ 15,000
St. Albans WV	WV	10,454	2	\$ 15,000
Vienna WV	WV	10,474	2	\$ 15,000
Weirton WV	WV	18,867	2	\$ 15,000
Wellsburg WV	WV	2,624	2	\$ 15,000
Wheeling WV	WV	27,408	2	\$ 15,000
Williamstown WV	WV	2,931	2	\$ 15,000
Winfield WV	WV	2,350	2	\$ 15,000