FILED
October 3, 2025
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TOMAS VERA, JOEL VELEZ, MARGARET KENNEDY, DONNA ZIELINSKI, MICHAEL ZIELINSKI, MARCO L. NEAD, RENEE WILLIAMS, and ROBERTA LONSK on behalf of themselves and all others similarly situated, Plaintiffs, v. MIDDLESEX WATER COMPANY and 3M COMPANY, Defendants.	SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION DOCKET NO. MID-L-6306-21 **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING FINAL JUDGMENT**

AND NOW, this _3rd__ day of October, 2025, upon consideration of Plaintiffs' unopposed motion to approve the proposed Class Action Settlement (the "Class Settlement") of the above-captioned class action (the "Action"), Plaintiffs' Petition for Fees and Costs, Plaintiffs' Motion for Incentive Awards, adequate notice having been given to the Settlement Class in accordance with the terms of the Settlement Agreement dated March 24, 2025 (the "Settlement Agreement"), the Court's Order Granting Preliminary Approval of Class Settlement Agreement and Directing Dissemination of Class Notice entered May 13, 2025 ("Preliminary Approval Order"), and with the terms and conditions of the Settlement Agreement incorporated herein, it is hereby **ORDERED** as follows:

1. This Final Order Granting Final Approval of Class Action Settlement and

Entering Final Judgment ("Final Approval Order" or "Order") hereby incorporates by reference the definitions set forth in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth below.

2. This Court has jurisdiction to enter this Final Approval Order. The Court has jurisdiction over the subject matter of the Action and all parties to the Action for purposes of settlement, including all Settlement Class Members ("Class Members" or "Settlement Class"). Venue is also proper.

3. The Court preliminarily approved the Settlement in its Preliminary Approval Order dated May 13, 2025 [Transaction ID LCV20251382894].

4. The Court finds under N.J. Ct. R. 4:32-1 that, for settlement purposes only: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Co-Lead Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; and (e) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of N.J. Ct. R. 4:32-1(b)(3).

5. The Court makes the provisional class action certification set forth in the Preliminary Approval Order permanent and unconditional for settlement purposes, and finally certifies the following Settlement Class pursuant to N.J. Ct. R. 4:32-1(b)(3) and 4:32-2:

> All present or former New Jersey residents (whether individuals, households, or entities) or all persons holding a possessory interest in the property to whose address Middlesex sent a form notice that was identical or substantially similar to Complaint Attachments A or B, irrespective of where they currently reside.
>
> Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey are excluded from the Settlement Class.

Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court's Preliminary Approval Order.

6. The Court reaffirms its appointment of Plaintiffs Tomas Vera, Joel Velez, Margaret Kennedy, Donna Zielinski, Michael Zielinski, Marco L. Nead, Renee Williams, and Roberta (Bobbie) Lonsk to serve as the Settlement Class Representatives to represent the Settlement Class.

7. The Court reaffirms its appointment of Berger Montague PC, DeNittis Osefchen Prince, P.C., and Javerbaum, Wurgaft, Hicks, Kahn, Wikstrom & Sinins, P.C. as Co-Lead Class Counsel for the Settlement Class.

8. Pursuant to the N.J. Ct. R. 4:32-2 and applicable law, the Court finally approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Settlement Class.

9. Accordingly, the Court authorizes and directs implementation and performance of all the remaining terms of the Settlement Agreement and this Order, including distributing Settlement Payments to Eligible Claimants and making such other disbursements from the Settlement Fund Account as provided by the Settlement Agreement.

10. In accordance with the Settlement Agreement, the Court hereby approves the proposed Settlement Fund Account, including as set forth in the Custodian/Escrow Agreement between Co-Lead Counsel and The Huntington National Bank.

11. In accordance with the Settlement Agreement, any monies remaining in the Settlement Fund Account after (1) distribution of Settlement Payments to Eligible Claimants; (2) payment of all Administrative Costs; (3) the payment of all Court-awarded attorneys' fees and costs to Class Counsel; (4) the payment of all Court-awarded service awards to Plaintiffs;

and (5) the treatment of any Residual Funds as unclaimed property of the corresponding Claimant(s) subject to applicable New Jersey unclaimed property procedures, shall be sent to [to be inserted]. The Settlement Administrator shall be responsible for performing any and all obligations that may be required by New Jersey's unclaimed property laws and procedures in connection with any Residual Funds, or any cy pres distribution.

12. The Notice given to the Settlement Class was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort, and constituted due and sufficient notice to all persons entitled thereto. The form and method of the Notice fully satisfied the requirements of Due Process under the U.S. Constitution and N.J. Ct. R. 4:32-2, and all other applicable case precedent. Thus, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order.

13. The Court hereby finds that Settlement Class Members have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. All persons who submitted timely and valid requests for exclusion are not bound by this Final Approval Order. A list of those persons who submitted timely and valid requests for exclusion is attached hereto as Exhibit A.

14. Upon the Effective Date, the Releasing Parties (as defined in the Settlement Agreement) expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release and discharge, upon good and sufficient consideration, the Released Parties (as defined in the Settlement Agreement), to the fullest extent that the law permits their release, of and from any and all manner of past, present, or future claims, causes of action, cross-claims, counter-claims,

charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, remedies, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under domestic or foreign constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and actual, compensatory, consequential, incidental, ancillary, statutory, exemplary, punitive, special, multiple, or treble damages, restitution, disgorgement, or declaratory or injunctive relief, whenever incurred, and liabilities of any nature whatsoever (including joint and several), including without limitation for economic costs, out-of-pocket expenses, alleged property damage or diminution in real property value (including without limitation for stigma), inconvenience or loss of use and enjoyment of their real property, or for biomonitoring or medical monitoring, known or unknown, suspected or unsuspected, matured or unmatured, asserted or unasserted, arising from, concerning, or relating in any way to any conduct alleged or that could have been alleged in or arising from the factual predicate of the Litigation; arising from, concerning or relating in any way to PFAS in the drinking water distributed by Middlesex or the notice(s) of PFAS exceedance disseminated by Middlesex; or arising from, concerning or relating in any way to the presence of any PFAS or any product containing PFAS that may in any way be or alleged to be attributable to 3M ("Released Claims").

15. Personal injury claims for damages by the Releasing Parties concerning or relating to alleged exposure to PFAS from consumption of water distributed by Middlesex are expressly excluded from the Released Claims, as are any claims brought to enforce the terms of the Settlement Agreement.

16. The Court finds that the Release set forth in the Settlement Agreement is valid

and enforceable. Upon the Effective Date, Plaintiffs and each Settlement Class Member who did not properly exclude themselves from the Settlement as well as the Releasing Parties, shall be bound by the terms of the Settlement as set forth in the Settlement Agreement and this Final Approval Order, shall be deemed to have released, dismissed and forever discharged the Released Claims against each and every one of the Released Parties, with prejudice and on the merits, and shall forever be barred and enjoined from commencing, instituting, prosecuting, maintaining, continuing or otherwise asserting any of the Released Claims against any of the Released Parties in any forum of any kind, irrespective of whether Settlement Payments to Settlement Class Members are deposited, cashed, or otherwise accepted by any Settlement Class Member.

17. The Settlement and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be an admission, a concession, or evidence of (1) the truth of any allegation by Plaintiffs in the Litigation; (2) any contention that any person suffered compensable harm or is entitled to any legal, injunctive, equitable, or other relief with respect to the matters asserted in the Litigation or any Released Claim; (3) any liability, negligence, fault, or wrongdoing by Defendants or other Released Parties; or (4) that the Litigation or any other action was or may be properly certified as a class action for litigation, non-settlement purposes.

18. This Final Judgment and Order is the final, appealable judgment in the Action as to all Released Claims.

19. The Court GRANTS Plaintiffs' Petition for Fees and Costs and finds that the requested fees and costs are reasonable and appropriate and that the requested fee is well within the typical range of attorneys' fees awarded in a class action. Class Counsel are hereby awarded

attorneys' fees and costs in the total amount of $1,648,626.09, consisting of $1,633,170 in attorneys' fees (33.33% of the $4.9 million Settlement Fund) plus reimbursement of expenses of $15,456.09 to be paid from the Settlement Fund.

20. The Court GRANTS Plaintiffs' Motion for Incentive Awards and finds that the requested incentive award in the amount of $3,000 for each Class representative (including Plaintiffs Thomas Vera, Joel Velez, Margaret Kennedy, Donna Zielinski, Michael Zielinski, Marco L. Nead, Renee Williams, and Roberta Lonsk) is reasonable, appropriate, and well within the typical range of incentive awards awarded in a class action. Accordingly, the incentive awards are approved and are to be paid in accordance with the terms of the Settlement Agreement.

21. The Court ORDERS the reimbursement of all Administrative Costs from the Settlement Fund, in accordance with the terms of the Settlement Agreement.

22. The Court hereby dismisses the Action, and the claims asserted in the Action with prejudice. The Parties are to bear their own costs except as and to the extent provided in the Settlement Agreement.

23. The Court hereby ORDERS entry of Final Judgment as to the parties and claims in this Action.

24. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over the Parties and the Gross and Net Settlement Funds for the purpose of enforcement of the terms of this Settlement Agreement.

25. In the event that the Settlement does not become Final in accordance with the terms of the Settlement Agreement and/or if the Effective Date does not occur, then all proceedings in connection with the Settlement shall be without prejudice to the status quo ante

rights of the Parties to the Settlement Agreement. In such instance, the Settlement shall be void ab initio and treated as if it never occurred, except as otherwise set forth in the Settlement Agreement.

IT IS SO ORDERED.

/s/ Ana C. Viscomi
The Honorable Ana C. Viscomi, J.S.C.

On this date, pursuant to R. 1:6-2, the Court's Statement of Reasons has been set forth on the record.