

**IN THE COURT OF COMMON PLEAS
WASHINGTON COUNTY, OHIO**

STATE OF OHIO, ex rel. DAVE YOST)	
OHIO ATTORNEY GENERAL,)	
)	
Plaintiff,)	Case No. 18 OT 32
)	
v.)	Judge Richard J. McMonagle
)	
E.I. DU PONT DE NEMOURS AND CO., et al.,)	
)	
Defendants.)	
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CONSENT JUDGMENT

WHEREAS, Plaintiff, the State of Ohio, by its Attorney General, has asserted various Claims against Defendants E. I. du Pont de Nemours and Company (now known as EIDP, Inc.) (“EIDP”), Corteva, Inc. (“Corteva”), The Chemours Company (“Chemours”), and DuPont de Nemours, Inc. (“DuPont”) (collectively the “Companies”);

WHEREAS, Defendants EIDP and Chemours have owned and operated a facility known as the Washington Works Facility at 8480 DuPont Rd., Parkersburg, West Virginia 26101;

WHEREAS operations at the Washington Works Facility have resulted in aerial emissions, liquid waste, and solid waste, including such emissions and wastes that included per- and polyfluoroalkyl substances (as further defined below, “PFAS”), being released to the environment;

WHEREAS, Defendants EIDP and Chemours were and are involved in the development and manufacture of various chemicals and chemical compounds, including PFAS and PFAS-containing products;

WHEREAS, the State alleges that the manufacture, use, release, and disposal of PFAS by Defendants EIDP and Chemours at and from the Washington Works Facility has caused or

contributed to the environmental presence of such compounds within the State, thereby causing damage;

WHEREAS, in this action styled *State of Ohio, ex rel. Dave Yost Attorney General of Ohio v. E. I. du Pont de Nemours and Co., et al.*, Case No. 18OT32 (Washington County Court of Common Pleas, Ohio) (this “Litigation”), the State brought Claims against the Companies alleging that the historic and/or current operations at the Washington Works Facility involving manufacture, use, release, and disposal of PFAS and PFAS-containing wastes, have caused damage to the State and Natural Resources within its territorial jurisdiction;

WHEREAS, the Attorney General brought this action in *parens patriae* to restore the State’s Natural Resources and protect the drinking water of Ohio residents in the vicinity of Washington Works;

WHEREAS, the Court in this matter is the Washington County Court of Common Pleas, Ohio, Judge Richard J. McMonagle presiding;

WHEREAS, the Companies and the State (collectively the “Parties”) have agreed to resolve the State’s Claims without the need for further litigation and agree to entry of this Consent Judgment without trial or adjudication of any issue of fact or law, and to waive any appeal if the Consent Judgment is entered by the Court as submitted by the Parties;

WHEREAS, the Companies, by entering into this Consent Judgment, do not admit any allegations in the Complaint or to any wrongdoing, fault, violation of law, or liability of any kind on the part of any of the Companies; and,

WHEREAS, the intention of the State in effecting this settlement is to fully and finally resolve the State’s Claims against the Companies in a fashion that protects and compensates the

citizens and the natural environment of the State;

NOW, THEREFORE, without trial or adjudication of issues of fact or law, without this Consent Judgment constituting evidence against the Companies, and upon consent of the Companies, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

I. DEFINITIONS

As used in this Consent Judgment, the following terms shall have the defined meanings set forth below.

1.1. “Attorney General” means the Attorney General of the State of Ohio (or his authorized designee) and his successors.

1.2. “Chemours” or “The Chemours Company” is a corporation duly organized under the laws of the State of Delaware, with its principal place of business located at 1007 N. Market Street, Wilmington, Delaware 19899.

1.3. “Claims” means all claims, demands, rights, actions, suits, and causes of action of every nature, description and theory whatsoever, whether legal, equitable, statutory, administrative, or regulatory, regardless of the type or nature of damages or relief claimed and regardless of whether ascertained or unascertained, suspected or unsuspected, existing now or arising in the future, known or unknown, including for Natural Resource Damages, other damages or monetary relief, remediation, monitoring or clean-up costs, civil penalties, punitive damages, injunctive relief, attorney’s fees, expert witness fees, expenses, and costs. Provided, however, this definition does not alter, affect or supersede Paragraph 1.6.8, the exception to the definition of Covered Conduct.

1.4. “Corteva, Inc.” or “Corteva” is a corporation duly organized under the laws of the State of Delaware, with its principal place of business located at 9330 Zionsville Road, Indianapolis, Indiana 46268.

1.5. “Consent Order” means the Order entered into between the United States Environmental Protection Agency (“USEPA”) and E. I. du Pont de Nemours and Company and filed in USEPA Docket Nos. SDWA-03-2009-0127 -DS and SDWA-05-2009-0001 and dated March 10, 2009, as amended by the First Amendment to Consent Order entered into between USEPA and E. I. du Pont de Nemours and Company and the Chemours Company filed in the same docket numbers as above and dated January 5, 2017, as well as any subsequent amendments thereto.

1.6. “Covered Conduct” means the following conduct that occurred on or before the Effective Date:

1.6.1. Any Known Environmental Release of PFAS in or into the State;

1.6.2. Any Known Environmental Release of any Hazardous Substance at or from the Washington Works Facility (including at or from the Local, Dry Run, or LeTart landfills);

1.6.3. The development, manufacture, formulation, design, marketing, sale, distribution, use, or disposal of PFAS or PFAS-containing products or compounds (including Aqueous Film Forming Foam (“AFFF”)), by any Released Party or, to the extent it impacts the liability of a Released Party, by any customer or user of any PFAS or PFAS-containing products or compounds (including AFFF) manufactured, sold or supplied, directly or indirectly, by any Released Party;

1.6.4. The release (other than an Environmental Release) of PFAS manufactured, sold, or supplied, or from any PFAS-containing products or compounds manufactured, sold, supplied, directly or indirectly, by any Released Party. As used in this paragraph, “release” shall include any release by any means other than an Environmental Release as defined below, including any spilling, leaking, discharging, escaping, leaching, or disposal from a landfill site or any other source other than a direct discharge from a facility owned or operated by any of the Companies;

1.6.5. Any failure to warn others concerning any human health or environmental hazards associated with PFAS or PFAS-containing products or compounds, or concerning the proper use and disposal of such substances by any Released Party; and

1.6.6. The corporate transfer of assets and liabilities by, between, or among the Companies, including by EIDP of its performance chemicals business to Chemours, and including liabilities associated with PFAS, along with any other transfers, assignments, exchanges or other similar transactions related to such performance chemicals business, and the merger of Dow Chemical and EIDP and subsequent spinoffs of Dow Inc., Corteva, Inc., and the formation of DowDuPont or DuPont de Nemours, Inc.

1.6.7. “PFAS-containing products or compounds” shall include products or compounds that contain PFAS as an active ingredient, byproduct, or degradation product.

1.6.8 For the avoidance of doubt, Covered Conduct shall not include any Environmental Releases of PFAS or Hazardous Substances in or into the State that were not Known as of the Effective Date.

1.7. “DuPont de Nemours, Inc.” or “DuPont” is a corporation duly organized under the laws of the State of Delaware, with its principal place of business at 974 Centre Road, Wilmington, Delaware 19805.

1.8. “E. I. du Pont de Nemours and Company” or “EIDP” is a corporation duly organized under the laws of the State of Delaware, with its principal place of business located at 974 Centre Road, Wilmington, Delaware 19805, and now known as “EIDP, Inc.”

1.9. “Effective Date” means the date as of which (i) the Court has entered this Consent Judgment, and (ii) such entry has become final and non-appealable, either through the expiration of the deadline for filing an appeal or review or, if an appeal is taken or other review sought, the affirmance of the Consent Judgment with no possibility for further appeal or review.

1.10. “Environment” means any surface water, ground water, drinking water supply, land surface or subsurface strata, or air.

1.11. “Environmental Release(s)” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of PFAS or a Hazardous Substance into the Environment, or impacting Natural Resources or other properties or resources owned or held in trust for the People of the State by the State, directly from a facility owned or operated by any of the Companies.

1.12. “Hazardous Substance(s)” shall have the meaning provided in 42 U.S.C. § 9601(14), but shall not for purposes of this Consent Judgment include PFAS.

1.13. “Including” means including, but not limited to.

1.14. “Known” means, as of the Effective Date:

1.14.1. For Environmental Release of any Hazardous Substance, information that is within the scope of the State’s actual knowledge based on information possessed by the State.

1.14.2. For Environmental Release of PFAS, information that is: (1) within the scope of the State’s actual knowledge (including its consultants or counsel in their agency capacity); (2) public information, including that which reflects historic and current emissions, discharges, or releases of PFAS; or (3) information held by the State, the Ohio Agencies, or the United States Environmental Protection Agency that (a) reflects historic and current emissions, discharges, or releases of PFAS, and (b) is reasonably available to the State. Information held by the State, the Ohio Agencies, or the United States Environmental Protection Agency that is not subject to direct public disclosure under the Freedom of Information Act (“FOIA”) or similar state laws may nevertheless be reasonably available to the State. For the avoidance of doubt, if the State disputes that a matter is Known pursuant to any of the foregoing standards and the Parties cannot resolve the dispute, the determination shall be made by a finder of fact, and the burden shall be on the Companies.

1.15. “*Leach* Settlement” means the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E. I. du Pont de Nemours and Co. et al.*, Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

1.16. “Natural Resources” means land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State, including in conjunction with any other natural resource trustee.

1.17. “Natural Resource Damages” means a loss of use of, injury to, or destruction of Natural Resources, including costs of assessments, penalties, attorney’s fees, consultant or expert fees, interest, or any other expenses or compensation, injunctive relief, punitive damages and administrative remedies, recoverable as natural resource damages under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.* (“CERCLA”), Ohio statutory claims, or any other state or federal common law, statute, or regulation.

1.18. “Ohio Agencies” means the Attorney General, the Ohio Department of Natural Resources, and the Ohio Environmental Protection Agency.

1.19. “Parties” means, collectively, the Companies and the State. “Party” means either a Company or the State.

1.20. “PFAS” means, for purposes of this Consent Judgment only, any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom and which is included in the United States Environmental Protection Agency’s list of “Per-and Polyfluoroalkyl Substances” to be monitored in its fifth Unregulated Contaminant Rule, codified at 40 C.F.R. §141.40(a)(3) or is a per-or polyfluoroalkyl ether-based substance. Solely for purposes of this Consent Judgment, “PFAS” also includes, in addition to all substances described in the preceding sentence (along with each substance’s conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid (“PFOA”), per-and polyfluoroalkyl acids (and any salts thereof), per-and polyfluoroalkyl halides, per-and polyfluoroalkyl alcohols, per-and polyfluoroalkyl olefins, per-and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per-and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per-and

polyfluoroalkanes, side-chain fluorinated aromatics, per-and polyfluorinated phosphates and phosphonates, per-and polyfluorinated sulfonamides, per-and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and metabolites of all such substances, as well as any substance asserted to be PFAS in this Litigation. It is the intention of this Consent Judgment that the definition of PFAS be as broad, expansive, and inclusive as possible.

1.21. “PWS Settlement” means the July 10, 2023 proposed Class Action Settlement in *In re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C.).

1.22. “Released Parties” means the Companies and (1) all past, present, or future, direct or indirect, predecessors, successors (including successors by merger or acquisition), assigns, parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures of each Company; and (2) all past, present, or future officers, directors, shareholders, employees, partners, trustees, representatives, agents, servants, insurers, attorneys, subrogees, predecessors, successors, or assignees of any of the above, but only to the extent such person or entity was acting in such capacity.

1.23. “Releasers” means (1) the State, including each of its officers acting in their official capacities, agencies (including the Ohio Agencies), departments, boards, and commissions, and any predecessor, successor, or assignee of any of the above; and (2) only to the full extent of the Attorney General’s power and authority under Ohio law to release Claims, any other public or governmental entity or official within Ohio. “Releasers” does not include a person or entity

otherwise within clause (2) if the Attorney General lacks power and authority under Ohio law to release Claims of that person or entity as to the Claim at issue.

1.24. The “State” shall mean the State of Ohio, the Attorney General, and all Ohio executive branch agencies and officials and other executive units and officials of state government.

II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction over the subject matter of this Litigation pursuant to Ohio Revised Code (“R.C.”) § 2305.01. Defendants stipulate to the personal jurisdiction, subject matter jurisdiction, and venue of this Court for the purposes of the entry, modification, and enforcement of this Consent Judgment.

III. PROTECTION OF OHIO DRINKING WATER

3.1 In addition to the application of Restoration Funds to drinking water resources in the vicinity of Washington Works pursuant to this Consent Judgment, E. I. du Pont de Nemours and Company and the Chemours Company are also Respondents to the Consent Order, and Chemours is monitoring and treating drinking water sources of Ohio residents pursuant to the Consent Order.

3.2 For the sake of clarity, nothing in this Consent Judgment in any way changes or releases any obligation of any party to the Consent Order, the *Leach* Settlement, or the PWS Settlement (if approved by the court). Likewise, nothing in this Consent Judgment changes or releases any obligation DuPont and Corteva may have, if any, with respect to the costs of monitoring or treating drinking water sources of Ohio Residents, to the extent such obligations exist pursuant to the DowDuPont Separation Agreement dated April 1, 2019, the Letter Agreement

by and between DowDuPont, Inc. and Corteva, Inc., dated June 1, 2019, or the Memorandum of Understanding by and among the Companies dated January 22, 2021.

3.3 Moreover, nothing in this Consent Judgment shall diminish the State of Ohio's power (a) to take regulatory measures within its authority under the Safe Drinking Water Act to enforce with respect to the vicinity of Washington Works any enforceable drinking water standard established by USEPA or the State of Ohio Environmental Protection Agency ("OEPA") for any PFAS or Hazardous Substance, including any such standard stricter than the Site-Specific Action Level specified in Paragraph 42 of the Consent Order for that PFAS, or (b) to bring an action for declaratory or injunctive relief necessary to enforce any such regulatory measures.

IV. PAYMENT

4.1. Within ten (10) business days of the Effective Date, the Companies shall make a single payment in the amount of one hundred and ten million dollars (\$110,000,000) to the State (the "Restoration Funds"). The Restoration Funds shall be utilized to restore Natural Resources, at the State's sole discretion, the State alleges to have been impacted by PFAS arising from or relating to Covered Conduct and to pay the reasonable attorneys' fees and costs incurred by and on behalf of the State in pursuing this Litigation as set forth in Paragraph 4.2.

4.2. The Restoration Funds shall be allocated by the State to the Natural Resource Damages Fund in accordance with R.C. 3734.282 and to the Environmental Protection Remediation Fund in accordance with R.C. 3734.281 and shall be allocated (a) 80% to restoration of Natural Resources injured from Covered Conduct at or from the Washington Works Facility, and (b) the remaining 20% allocated as follows: (i) 80% to restoration of Natural Resources injured from Covered Conduct relating to AFFF, and (ii) 20% to restoration of Natural Resources injured from Covered Conduct relating to PFAS not falling within categories (a) or (b)(i). Nothing

in this Consent Judgment prohibits: (x) the transfer of monies between the Natural Resources Damages Fund and the Environmental Protection Remediation Fund with authorization; or (y) payment or reimbursement of reasonable attorney's fees, expenses, or costs incurred by and on behalf of the State in pursuing this Litigation and *State of Ohio, ex rel Dave Yost, Ohio Attorney General v. 3M Company et al.*, 2:19-cv-00990-RMG (D.S.C.) from the Restoration Funds before deposit into the Natural Resources Damages Fund or the Environmental Protection Remediation Fund. The Restoration Funds shall be used to (1) address impacts to drinking water sources from PFAS or other contaminants harmful to drinking water sources, or (2) otherwise abate or remediate harm to the Environment. This Consent Judgment recognizes the General Assembly's creation of the Natural Resources Damages Fund and Environmental Protection Remediation Fund, and the authority to expend the Restoration Funds shall be consistent with the Revised Code provisions, R.C. 3734.282 and R.C. 3734.281, and this Consent Judgment.

4.3. The payment under this Section IV shall be made by electronic funds transfer pursuant to signed wiring instructions from the Attorney General's Office provided to the Companies at least ten (10) days prior to the payment due date.

4.4. If the Restoration Funds are not received by the State in accordance with the terms of this Consent Judgment, the remaining balance unpaid shall accrue interest, starting from one day following the payment deadline set forth in Paragraph 4.1, at the rate per annum required by R.C. 5703.47 calculated as of the Effective Date.

4.5. If any amount is not paid in accordance with the terms of this Consent Judgment, the Attorney General may collect that amount under R.C. 131.02. Pursuant to R.C. 109.081, in addition to the outstanding balance due under this Consent Judgment, in the event that the Attorney General is required to initiate proceedings under R.C. 131.02 to recover any amount that is not paid in accordance with the terms of this Consent Judgment, collection costs of ten percent (10%) of such unpaid amount shall be owed and fully recoverable from the Companies to be paid into the State Treasury to the credit of the Attorney General Claims Fund.

4.6. The State reserves the right to file a certificate of judgment lien against the Companies for the remaining unpaid balance of the Restoration Funds, plus applicable statutory interest and collection costs, if the Restoration Funds are not paid by the payment deadline set forth in Paragraph 4.1 of this Consent Judgment.

V. RELEASE AND COVENANT NOT TO SUE

5.1. Subject to Section VI of this Consent Judgment, and in consideration of the Restoration Funds to be paid by the Companies to the State under Paragraph 4.1 of this Consent Judgment, the Releasers fully and completely release the Released Parties, and covenant not to sue the Released Parties, for any Claims arising from or relating to the Covered Conduct or that were or could have been asserted in this Litigation (the “Released Claims”). The Parties now mutually agree that the Litigation is fully and finally resolved and, subject to this Court retaining jurisdiction to enforce the terms of this Consent Judgment under Paragraph 8.20, dismissed with prejudice. Within 10 business days of the Effective Date, the State shall file papers to dismiss the Released Parties with prejudice from *State of Ohio, ex rel Dave Yost, Ohio Attorney General v. 3M Company et al.*, 2:19-cv-00990-RMG (D.S.C.). This Consent Judgment shall be a complete bar to any Released Claim. This release is intended by the Parties to be broad and shall be interpreted so as

to give the Released Parties the broadest possible bar against any liability relating in any way to Released Claims.

5.2. Notwithstanding the release set forth in Paragraph 5.1 of this Consent Judgment, in the event that, on or before December 31, 2025, the Companies enter into a settlement with at least twenty-six (26) states that releases Claims relating to alleged PFAS contamination (a “Multistate Settlement”), the State shall have the option to join in, and recover from, such Multistate Settlement on the following terms, but only if the State joins the Multistate Settlement within the timeframe for initial joinder set forth in that Settlement:

5.2.1. The State shall be entitled to receive (subject to the credit set forth below) its allocated share of the portion of the Multistate Settlement payments that are for damages not arising from (i) direct discharges of PFAS from a manufacturing facility owned or operated by any of the Companies or (ii) AFFF containing PFAS manufactured, sold or otherwise supplied (directly or indirectly) by any Released Party (such portion being the “Recoverable Portion”). If the Multistate Settlement does not include payments for damages for direct discharges described in clause (i) above, the Recoverable Portion shall be presumed to be 20% of the Multistate Settlement payments unless the Multistate Settlement specifies otherwise. If the Multistate Settlement does include payments for damages for direct discharges described in clause (i) above, the Recoverable Portion shall exclude such payments and shall be presumed to be 20% of the remainder unless the Multistate Settlement specifies otherwise. The State’s allocated share of the Recoverable Portion shall be the lower of (x) Ohio’s percentage share as specified in the Multistate Settlement or (y) the percentage reflecting the ratio of Ohio’s population to the total

population of all States and Territories participating in the Multistate Settlement, in each case using the population figures from the 2020 U.S. Census.

5.2.2. The Companies shall be entitled to a credit against any additional payment(s) due under Paragraph 5.2.1 in the amount of the Restoration Funds paid under this Consent Judgment that do not fall within Paragraph 4.2(a) or (b)(i). Such credit shall apply to the first payment due under Paragraph 5.2.1 and to any succeeding payments until exhausted.

5.2.3. The State shall be entitled to any injunctive relief provided by the Multistate Settlement.

5.2.4. As a condition to participating in the Multistate Settlement and receiving any of the foregoing additional recovery or injunctive relief, the State (on behalf of itself and other Releasers) must agree to any portion of the release in the Multistate Settlement that is broader than the release set forth in this Consent Judgment, including any broader scope, broader definition of Covered Conduct, and narrower preservation of Claims.

VI. PRESERVED CLAIMS

6.1. The State preserves, and this Consent Judgment is without prejudice to, all rights against the Companies with respect to all matters not included within the Released Claims.

6.2. The following are excluded from the Released Claims:

6.2.1. All Claims not arising from or relating to Covered Conduct;

6.2.2. Lawful statutory Claims arising on or after the Effective Date under State or Federal air quality laws or rules adopted or promulgated after the Effective Date, including but not limited to the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and State or Federal implementing regulations promulgated thereunder, regarding ongoing or new

Environmental Releases resulting in pollution or contamination of air with Known contaminants;

6.2.3. Claims arising under or to enforce this Consent Judgment and any subsequent related orders and judgments;

6.2.4. Any Claims necessary to address an Environmental Release of Hazardous Substances from sites other than Washington Works or the Local, Dry Run, or LeTart landfills, including such actions taken pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and State or Federal implementing regulations promulgated thereunder. For the avoidance of doubt, this Paragraph 6.2.4 shall not apply to any Environmental Release of PFAS;

6.2.5. Any criminal liability that any person and/or entity, including Released Parties, has or may have to the State;

6.2.6. Claims for State or federal antitrust violations;

6.2.7. Claims arising under state tax laws;

6.2.8. Claims arising under state securities laws;

6.2.9. The right of any city, county or other public or governmental entity within Ohio that is and remains a member of the settlement class in the PWS Settlement to participate in and obtain its designated recovery under that Settlement;

6.2.10. The right of any individual person or other entity, including those owning and/or operating any Public Water Sources or Private Sources as defined in the *Leach* Settlement, to secure, obtain, or enforce any benefits to be provided to such person(s) or entity(ies) under the *Leach* Settlement, including but not limited to any right to Water Treatment as set forth in Section 11 of the *Leach* Settlement.

VII. RESERVATION OF RIGHTS; CONTRIBUTION PROTECTION

7.1. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Judgment, provided that the release and covenants not to sue set forth in Paragraph 5.1 and the requirements of this Section VII shall be enforceable by the Released Parties. This Consent Judgment does not release any Claims that a Defendant or a Released Party may have pursuant to insurance or indemnity contracts. Each of the Parties expressly reserves any and all rights (including pursuant to CERCLA, 42 U.S.C. § 9613), defenses, Claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to Environmental Releases or the Covered Conduct against any person not a Party hereto or a Released Party.

7.2. Nothing in this Consent Judgment diminishes the right of the State to pursue Claims against any person or entity not a Party to this Consent Judgment or a Released Party for Claims related to Environmental Releases in or into the State and to enter into settlements that give rise to contribution protection pursuant to CERCLA, 42 U.S.C. § 9613 (f)(2). Pursuant to this Consent Judgment, the Companies shall have contribution protection under applicable law, including CERCLA, 42 U.S.C. § 9613 (f)(2), as to any and all Claims for matters addressed herein related to the Released Claims, brought by any person or entity not a Party to this Consent Judgment, to the extent provided or allowable under CERCLA or such applicable law. In any such action, against any person or entity not a Party to this Consent Judgment, the State shall not oppose the Companies' claim that the Companies have paid through this Consent Judgment their equitable share of damages (including under CERCLA) for the Covered Conduct.

7.3. In the event a Releasor asserts a Claim against a person or entity who is not a Released Party and the Claim would be a Released Claim if asserted against a Released Party (a

“Third Person Claim”), the Released Parties are entitled to protection against contribution and/or indemnity actions or other claims-over asserted against them by such person or entity relating to such Third Person Claim to the fullest extent provided or allowable under any provision of federal, state, or local law, including CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2), and R.C. § 2307.28. For purposes of R.C. § 2307.28, the Parties agree, and the Court finds, that the release and covenant not to sue set forth in this Consent Judgment is given in good faith and discharges the Released Parties from all liability for contribution to any other tortfeasor pursuant to R.C. § 2307.28(b).

7.4. If a Third Person Claim gives rise to a claim for contribution, indemnification, or other claim-over against a Released Party (a “Claim-Over”), and a court determines that the Claim-Over can be maintained notwithstanding the provisions of Paragraph 7.3 of this Consent Judgment, the Releasor asserting the Third Person Claim shall reduce the amount of any judgment it obtains against the person or entity who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. The Releasors will, as part of any settlement of any Third Person Claim, obtain a release from the person or entity against whom the Third Person Claim is asserted, for the benefit of the Released Parties, of any Claim-Over arising from or related to any Third Person Claim settled or released by the Releasor in such settlement.

7.5. Nothing in this Consent Judgment constitutes an admission or waives any arguments with respect to the extent or scope of the powers and authorities of, respectively, the Attorney General’s Office, the Governor’s Office, or the State proceeding in its capacity as *parens patriae*, or of the Ohio Agencies in this Litigation or other proceedings.

7.6. In the event the State or any other Trustee of the State’s Natural Resources seeks Natural Resource Damages (or any other monetary relief, however denominated, that would be

recoverable as a Natural Resource Damage) against the Companies pursuant to Claims arising from or relating to an Environmental Release that was not Known as of the Effective Date or Claims preserved under Paragraph 6.2.2 or 6.2.4, the Companies shall be entitled to an offset against the amount of any damages paid to the State hereunder, up to and including the dollar amount allocated to Restoration Funds for the Natural Resource at issue, to the extent additional damages are compensation for injuries to that Natural Resource.

VIII. GENERAL TERMS

8.1. The Parties are executing this Consent Judgment for the sole purpose of settling and fully resolving the Released Claims against the Companies, which are disputed. Nothing about the Consent Judgment shall constitute any admission by the Companies of fault, responsibility, wrongdoing, or liability on the part of the Released Parties, nor does it constitute evidence of liability or wrongful conduct on the part of any Party, or an admission by any Party regarding the validity of any statutory or regulatory action by the State. Nothing in this Consent Judgment shall be construed as an admission that the Companies have legal responsibility for any Covered Conduct. This Consent Judgment shall not be admissible in any future administrative or judicial proceeding as evidence of fault or liability in any investigation, Claim, action, suit, or proceeding, or federal or state court or arbitration proceeding, other than an action to enforce this Consent Judgment. Nothing in this Consent Judgment shall relieve any of the Companies of their obligation to comply with all applicable state and federal laws and regulations.

8.2. Nothing in this Consent Judgment shall limit the State's ability to bring Claims against any person or entity that is not a Released Party.

8.3. The persons signing this Consent Judgment for the Companies warrant and certify that they are fully authorized to execute this Consent Judgment, that the Companies have been

fully advised by their counsel before entering into the Consent Judgment, and that they execute this Consent Judgment in their official capacity that binds each Company.

8.4. The person signing this Consent Judgment for the Attorney General warrants and certifies that they have been fully authorized to do so by the Attorney General and they do so in their official capacity.

8.5. If any part of this Consent Judgment shall be found or held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Consent Judgment.

8.6. This Consent Judgment shall be binding and enforceable against the Companies, including any acquirer, successor, or other subsequent owner of the Companies or their businesses. In the event that an acquirer, successor, or other subsequent owner is a person not a Party to this Consent Judgment that has or may have independent liability to the State for Environmental Releases, including Environmental Releases of PFAS, this Consent Judgment shall not provide any release, contribution protection, equitable credit, or other benefit to such acquirer, successor, or other subsequent owner with respect to such independent liability to the State.

8.7. The provisions of this Consent Judgment, including any issues relating to interpretation or enforcement, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.

8.8. Any action brought with respect to this Consent Judgment against another Party to this Consent Judgment shall be brought only in the Court of Common Pleas, Washington County, Ohio or if venue does not lie in such court, only in a state court of competent jurisdiction within the State of Ohio (the “Chosen Courts”). Each Party to this Consent Judgment (a) consents to

jurisdiction in the Chosen Courts; (b) waives any objection to venue in any of the Chosen Courts; and (c) waives any objection that any of the Chosen Courts is an inconvenient forum.

8.9. In the event of any dispute over the language or construction of this Consent Judgment, its requirements, or its conformance with the requirements of the law, the Parties agree to meet and confer in an effort to achieve a mutually agreeable resolution.

8.10. The paragraph and section headings contained in this Consent Judgment are for reference purposes only and shall not affect the meaning or interpretation of this Consent Judgment.

8.11. All notices or reports under this Consent Judgment shall be provided to the Companies' General Counsel and to the Attorney General via email and overnight mail.

8.12. If the Court does not enter this Consent Judgment, or it does not become effective because of reversal on appeal or otherwise, it shall become null and void and of no further force and effect. In such instance, this Consent Judgment and any negotiations, statements, communications, proceedings, and pleadings relating thereto, and the fact that the Parties agreed to the Consent Judgment, shall be without prejudice to the rights of the Parties, shall not be used for any purpose whatsoever in any subsequent proceeding in this Litigation 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 Consent Judgment does not become effective, the Parties shall be restored without prejudice to their respective positions as if this Consent Judgment had not been agreed upon.

8.13. Subject to Section IV, each Party to this Consent Judgment shall bear its own attorneys' and expert fees and costs, but Defendants shall be responsible for and shall pay all court costs directly to the Court.

8.14. Each of the State and the Companies acknowledges and agrees that:

8.14.1. The State sought compensatory restitution and remediation (within the meaning of Section 162(f)(2)(A)(ii) of the Internal Revenue Code of 1986, as amended), as damages for alleged harms suffered by the State relating to the Released Claims and PFAS manufactured or sold by one or more of the Companies;

8.14.2. The Restoration Funds are being paid solely as compensatory restitution and remediation for the alleged harms described in Paragraph 8.14.1 allegedly suffered by the State;

8.14.3. The payment of the Restoration Funds by the Companies constitutes, and is paid (i) as restitution for alleged PFAS contamination, and/or (ii) for remediation by the State of alleged PFAS contamination, which restitution or remediation has had or will have a direct nexus or connection with the alleged harms described in Paragraph 8.14.1. Payment by the Companies of the Restoration Funds is intended to restore, in whole or in part, the State to the same or substantially similar position or condition they would have been in had the State not suffered the alleged harms described in Paragraph 8.14.1. The State agrees that it will use the Restoration Funds in a manner consistent with this Consent Judgment.

8.14.4. For the avoidance of doubt, no portion of the Restoration Funds constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

8.15. Upon request by the Companies, the State agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Companies

to establish the statements set forth in Paragraph 8.14 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. The State agrees to prepare and file any IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) (with respect to each of the Companies) and written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) (with respect to each of the Companies) in a manner fully consistent with Paragraph 8.14, including by reporting the Restoration Funds as “Restitution/remediation amount” in Box 3 of IRS Form 1098-F.

8.16. This Consent Judgment constitutes the full and complete terms of the settlement entered and agreed to by the Parties. The settlement contemplated by this Consent Judgment 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 this Consent Judgment. In entering into this Consent Judgment, no Party has made or relied on any warranty, promise, inducement or representation not specifically set forth herein.

8.17. This Consent Judgment shall be binding according to its terms upon, and inure to the benefit of, the Parties to this Consent Judgment and their successors and assigns.

8.18. The failure of any Party to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or any future rights.

8.19. None of the Parties shall be considered to be the primary drafter of this Consent Judgment 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.

8.20. This Court retains jurisdiction of this Consent Judgment to enforce its terms. The Parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of the Court. This Consent Judgment may be modified only by order of this Court.

8.21. Under Rule 58 of the Ohio Rules of Civil Procedure, upon signing of this Consent Judgment by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Civ. R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Consent Judgment.

8.22. This Consent Judgment 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 thereafter shall be appended to the Consent Judgment.

SO ORDERED this ____ day of _____, 2023.

HONORABLE RICHARD J. McMONAGLE

APPROVED AND AGREED TO BY:

DAVE YOST
OHIO ATTORNEY GENERAL

By: Aaron S. Farmer
AARON S. FARMER (0080251)
MARK J. NAVARRE (0013674)
GREGG H. BACHMANN (0039531)
Assistant Attorneys General
Environmental Enforcement Section

Date: 11/28/2023

On behalf of the State of Ohio

EIDP, Inc. (f/k/a E. I. DU PONT DE NEMOURS AND COMPANY)

By: Thomas A. Warnock
Thomas A. Warnock
Associate General Counsel
and Assistant Secretary

Date: Nov. 28, 2023

CORTEVA, INC.

By: Cornel B. Fuerer
Cornel B. Fuerer
Senior Vice President, General Counsel

Date: Nov. 28, 2023

THE CHEMOURS COMPANY

By: _____
Kristine M. Wellman
Senior Vice President, General Counsel
and Corporate Secretary

Date:

DUPONT DE NEMOURS, INC.

By: _____
Erik T. Hoover
Senior Vice President and General Counsel

Date:

EIDP, Inc. (f/k/a E. I. DU PONT DE NEMOURS AND COMPANY)

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