

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

IN RE: AQUEOUS FILM-FORMING FOAMS
PRODUCTS LIABILITY LITIGATION

Master Docket No. 2:18-mn-2873-RMG

**This document related to:
2:23-cv-05051-RMG**

*City of Florence, AL v. E. I. Du Pont
Nemours and Company, et. al.*
No. 2:23-cv-04739-RMG (D.S.C.)

**AMENDED STIPULATION OF DISMISSAL OF RELEASED CLAIMS WITH
PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)(A)(ii)**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff City of Florence, AL (Plaintiff) and Defendants 3M Company, (collectively the “parties”) herby stipulate and agree to amend the stipulation of dismissal with prejudice filed by the parties on July 7, 2024, Dkt. No. 2:23-cv-05051-RMG, according to terms and conditions set forth below.

WHEREAS, consistent with the settlement agreement between Public Water System and 3M Company, Section 11.5 (“the Settlement Agreement”) the Parties agreed to file a stipulation in connection to the above Settlement Agreement seeking the dismissal of the Plaintiff’s Complaint in *City of Florance, AL v. E. I. Dupont de Nemours and Company, et al.*, No. 2:23-cv-04739-RMG (D.S.C.);

WHEREAS, Plaintiff recently discovered a clerical error in the stipulations of dismissal filed in connection with the Settlement Agreement. Specifically, the case captions for *City of Florence, Alabama v. E. I. Dupont de Nemours and Company, et al.*, Case No. 2:23-cv-04739-RMG (D.S.C.) and *City of Florence, South Carolina v. E. I. Dupont de Nemours and Company, et al* Case No. 2:23-

cv-05051-RMG (D.S.C.) were inadvertently swapped during the preparation of the limited and full dismissal materials.

WHEREAS, Plaintiff inadvertently filed a stipulation of dismissal *with prejudice* on July 7, 2023 in the case caption *City of Florence, South Carolina v. E. I. Dupont de Nemours and Company, et al* (2:23-cv-05051-RMG (D.S.C.)) which should have remained pending and was erroneously filed and fully dismissed *with prejudice*, even though Plaintiff the City of Florence, SC had opted out of the Settlement and was not a participating class member.

WHEREAS, due to this clerical mistake made, Plaintiff's counsel approved the filing of a stipulation providing for a full dismissal with prejudice of all Plaintiff's claims against the 3M company in the case caption *City of Florence, South Carolina v. E. I. Dupont de Nemours and Company, et al* (2:23-cv-05051-RMG (D.S.C.)).

WHEREAS, upon discovering its mistake in approving the Stipulation of Dismissal filed on July 8, 2024, Plaintiff's counsel promptly notified 3M Company counsel of the error by letter dated August 5, 2025, and requested that the Parties file an amended stipulation of dismissal to reflect the following: that Florence, Alabama is properly subject to a full dismissal with prejudice and to confirm that Florence, South Carolina case remain pending consistent with its opt-out status of the Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. 3M Company accept Plaintiff's representation that its approval of the Stipulation of Full Dismissal was a clerical mistake made by its counsel that qualify Plaintiff for relief under Fed. R. Civ. P. 60(b)(1).

2. Based on that understanding the Parties agree to amend the Stipulation of Dismissal with Prejudice to Fed. R. Civ. P. 41(a)(1)(A)(ii) to reflect the full dismissal with prejudice as to the case caption *City of Florance, AL v. E. I. Dupont de Nemours and Company, et al.*, No. 2:23-cv-04739-RMG (D.S.C.).

3. Furthermore, party stipulate and agree that the case caption *City of Florence, South Carolina v. E. I. Dupont de Nemours and Company, et al* (2:23-cv-05051-RMG (D.S.C.)) remains pending and consistent with his status to opt out of the Settlement Agreement.

4. The Parties further agree that any claims assert against 3M Company in the case of *City of Florence, South Carolina* are preserved, and that 3M Company shall retain all defenses with respect to any such claims.

5. Plaintiff reserves its rights against all other Defendants in *City of Florence, SC*.

SIGNATURES FOLLOW ON NEXT PAGE

Dated: September 26, 2025

JENNER & BLOCK LLP

/s/ Richard F. Bulger

Richard F. Bulger, Esq.
353 North Clark Street
Chicago, Illinois 60654-3456
Tel. (312) 222-9350
rbulger@jenner.com

***Counsel for Defendant
3M Company***

Respectfully submitted,

NAPOLI SHKOLNIK

/s/ Coral M. Odior

Coral M. Odior, Esq.
Paul J. Napoli, Esq.
Cristina M. Rodriguez, Esq.
Sean P. Murphy, Esq.
1302 Avenida Ponce de León
San Juan, Puerto Rico 00907
Tel. (833) 271-4502
codior@nsprlaw.com
pnapoli@nsprlaw.com
crodriguez@nsprlaw.com
smurphy@nsprlaw.com

Andrew W. Croner, Esq.
Patrick J. Lanciotti, Esq.
Nicholas H. Mindicino, Esq.
James L. Simpson, Esq.
360 Lexington Avenue, Floor 11
New York, New York 10017
Tel. (212) 397-1000
acroner@napolilaw.com
planciotti@napolilaw.com
nmindicino@napolilaw.com
jsimpson@napolilaw.com

Counsel for Plaintiff