

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

COMMISSIONERS OF PUBLIC WORKS OF)	Civil Action No. 2:24-cv-02935-RMG
THE CITY OF CHARLESTON (d.b.a.)	
Charleston Water System), Individually and on)	<u>CLASS ACTION</u>
Behalf of All Others Similarly Situated,)	
)
Plaintiff,)	
)
vs.)	
)
DUDE PRODUCTS INC.)	
)
Defendant.)	
_____)	
)
)
)
)
)
)

DECLARATION OF MARK CLINE ON BEHALF OF CHARLESTON WATER SYSTEM

I, Mark Cline, declare as follows:

1. I am the Chief Executive Officer (“CEO”) of plaintiff, the Commissioners of Public Works of the City of Charleston (d.b.a. Charleston Water System) (“Plaintiff” or “CWS”), in the above-captioned matter (“Litigation”).¹ I have held this position since August 12, 2022. Before becoming CEO, I held the position of Assistant CEO. The following facts are true and correct to my knowledge, and if called upon to testify, I could and would testify competently thereto.

2. I submit this declaration in support of: (i) CWS’s motion for final approval of the Settlement; (ii) Class Counsel’s application for an award of attorneys’ fees and expenses (including the court costs), not to exceed \$275,000.

3. As CEO of CWS, I am one of the individuals responsible for overseeing CWS’s participation in the Litigation. I am also responsible for the daily operations of CWS and its over 450 employees. Through the authority delegated to me by the CWS Board of Commissioners, I am authorized to sign this declaration on behalf of CWS.

4. CWS is a public water and wastewater utility providing clean water and sewer services to the Greater Charleston area. CWS provides water service through its Hanahan Water Treatment Plant, which produces high quality drinking water delivered to customers through 1,800 miles of water mains. CWS also provides sewer service through 800 miles of collection mains, over 209 pump stations, and 12 miles of deep tunnels that carry wastewater to its Plum Island Wastewater Treatment Plant.

5. Since becoming involved in the Litigation, CWS has assisted Class Counsel with its investigation and prosecution of the class action claims. CWS has spent a considerable amount

¹ All capitalized terms that are not otherwise defined herein have the same meanings ascribed to them in the Stipulation of Settlement entered into between Plaintiff and Dude Products Inc., dated May 10, 2024 (ECF No.2)(the “Settlement Agreement”).

of time performing actions that benefitted the Settlement Class at large, including: (a) detailing its experiences with wipes, including the flushable wipes products at issue in the Litigation, to Class Counsel and the Court; (b) consulting with Class Counsel about the progress of the Litigation and this Court's orders; (c) reviewing the documents associated with the Litigation and related litigation before this Court, including all of the complaints against previous settling defendants as well as Dude Products Inc., amended complaints, motions and oppositions to thereto, and providing a detailed 37-page affidavit, along with supporting exhibits, from CWS's Chief Operating Officer; (d) reviewing correspondence from Class Counsel; (e) assisting in discovery in the related multi-defendant litigation, including extensive consultation with Class Counsel in connection with a protocol for the preservation of physical evidence in the related cases, and reviewing, providing information for and verifying CWS's responses and objections to interrogatories in the related cases; and (f) conferring with Class Counsel on a variety of issues relating to the the Litigation and settlement negotiations with Dude Products Inc.

6. CWS has authorized Class Counsel to enter into the Settlement Agreement. Before doing so, CWS reviewed, considered, and discussed the merits of this case with Class Counsel, was kept apprised of the scheduling and progress of the Litigation, and understood the risks and benefits of the decision to settle the Litigation. CWS considers the Settlement – like those similar settlements which the Court has already approved – to be an excellent result for the Settlement Class that would not have been possible without Class Counsel's diligent efforts. CWS believes the Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, and that its approval is in the best interest of Settlement Class Members.

7. While CWS recognizes that the Court will determine the appropriate fee, CWS supports Class Counsel's request for an award of attorneys' fees and expenses (including the court

costs), not to exceed \$275,000. In concluding that the requested fee and expense award is reasonable, CWS considered the quality and diligence with which Class Counsel prosecuted this Litigation and the significant injunctive relief that the Settlement will provide.

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct.

Executed in Charleston, SC, this 19th day of August, 2024.

CHARLESTON WATER SYSTEM

A handwritten signature in black ink, appearing to read "Mark Cline", is written over a horizontal line.

MARK CLINE, P.E., CEO