

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

COMMISSIONERS OF PUBLIC WORKS OF)	Civil Action No. 2:21-cv-00042-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.)	
COSTCO WHOLESALE CORPORATION,)	
CVS HEALTH CORPORATION,)	
KIMBERLY-CLARK CORPORATION, THE)	
PROCTER & GAMBLE COMPANY,)	
TARGET CORPORATION, WALGREEN)	
CO. and WAL-MART, INC.,)	
Defendants.)	

DECLARATION OF KIN HILL ON BEHALF OF CHARLESTON WATER SYSTEM

I, Kin Hill, 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) (“CWS”), in the above-captioned matter (“Litigation”).¹ 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) final approval of the Settlement; (ii) Class Counsel’s request for attorneys’ fees and actual expenses (including the court costs) not to exceed \$590,000.

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. 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 of time performing actions that benefitted the Settlement Class at large, including: (a) detailing its experiences with the products at issue to Class Counsel and the Court; (b) consulting with Class

¹ All capitalized terms that are not otherwise defined herein have the same meanings ascribed to them in the Stipulation of Settlement (“Settlement Agreement”), dated April 21, 2021. ECF No. 59-2.

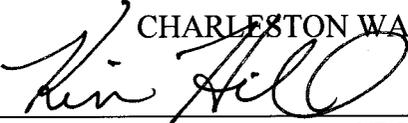
Counsel about the progress of the Litigation and this Court's orders; (c) reviewing with Class Counsel pleadings, motions, and briefs, including the initial complaint, amended complaint, and oppositions to Defendants' motions to dismiss the complaint and amended complaint; (d) reviewing correspondence from Class Counsel; and (e) conferring with Class Counsel throughout the case on a variety of issues relating to the status of the Litigation and settlement negotiations.

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 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 attorneys' fees and actual expenses (including the court costs) not to exceed \$590,000. In concluding that the requested fee and expense awards are 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, S.C., this 1st day of December, 2021.



KIN HILL, P.E., CEO