

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.)	
)
_____)	
)
)
)
)
)

[PROPOSED] FINAL APPROVAL ORDER

This matter came before the Court for hearing on September 27, 2024, pursuant to the Order Granting Preliminary Approval of Class Action Settlement [ECF No. 14] (“Preliminary Approval Order”), on the application of the Plaintiff, the Commissioners of Public Works of the City of Charleston (d.b.a. “Charleston Water System,” “Plaintiff”) for final approval of the class action settlement [ECF No. 5-2] (the “Settlement Agreement”) with defendant Dude Products Inc. (“Defendant,” and together with Plaintiff, the “Settling Parties”).

In addition to the docket and filings on record, the facts and procedural history of this case, as well as the terms of the Settlement and the process of notifying Settlement Class Members, are more fully explained in the Preliminary Approval Order, which is incorporated herein by reference.

Due and adequate notice having been given to the Settlement Class as required in the Preliminary Approval Order and the Notice Plan set forth in and attached to the Settlement Agreement; and having considered all matters submitted to the Court at the hearings and otherwise, including the complete record of this Action; and good cause appearing therefore, the Court hereby grants the Motion for Final Approval, and finds and concludes as follows:

1. The capitalized terms used in this Final Approval Order shall have the same meanings as defined in the Settlement Agreement and the Preliminary Approval Order, except as may otherwise be ordered.

2. The Court has jurisdiction over this case and over all claims raised therein and all parties thereto.

3. The Court reaffirms its findings in the Preliminary Approval Order that the prerequisites of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for certification of the Settlement Class for settlement purposes because: Settlement Class Members are ascertainable and are so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims and defenses of the Plaintiff is typical of the claims and defenses of the Settlement Class it represents; Plaintiff has fairly and adequately protected the interests of the Settlement Class with regard to the claims of the Settlement Class it represents; common questions of law and fact predominate over questions affecting only individual Settlement Class Members, rendering the Settlement Class sufficiently cohesive to warrant a class settlement; and the certification of the Settlement Class is superior to

individual litigation and/or settlement as a method for the fair and efficient resolution of this matter.

4. The Settling Parties complied in all material respects with the Notice Plan set forth in the Settlement Agreement. The Court finds that the Notice Plan set forth in and attached to the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class of: (a) the pendency of the litigation; (b) certification of the Settlement Class; (c) the existence and terms of the Settlement Agreement; (d) Settlement Class Members' rights to make claims, or object; and (e) the matters to be decided at the Final Approval hearing. Further, the Notice Plan satisfied the due process requirements of the United States and South Carolina Constitutions, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law.

5. A full opportunity has been given to the members of the Settlement Class to object to the terms of the Settlement or to Settlement Class Counsel's request for attorneys' fees and expenses, and otherwise participate in the Final Approval hearing held on September 27, 2024. Following implementation of the Court-approved Notice plan, no Settlement Class Member filed an objection to the Settlement.

6. The Court finds that the Settlement is in all respects fair, reasonable, and adequate. The Court therefore finally approves the Settlement for all the reasons set forth in the Motion for Final Approval including, but not limited to, the fact that the Settlement Agreement is the product of informed, arm's-length negotiations between competent, able counsel; the record was sufficiently developed and the major terms are consistent with similar settlements approved by this Court which came after complete, thorough, and meaningful discovery and motion proceedings to have enabled counsel for the Settling Parties to adequately evaluate and consider the strengths and

weaknesses of their respective positions; those prior cases involved disputed claims, which underscore the uncertainty and risks of the outcome in this matter; the Settlement provides meaningful relief for the disputed claims; and the Settling Parties were represented by highly-qualified counsel with experience settling similar class action lawsuits and who, throughout this case, vigorously and adequately represented their respective clients' interests.

7. The Settlement is in the best interests of the Settlement Class in light of the degree of recovery obtained in relation to the risks faced by the Settlement Class in litigating the class claims. The relief provided to the Settlement Class Members under the Settlement Agreement is appropriate as to the individual members of the Settlement Class and to the Settlement Class as a whole. All requirements of statute, rule, and Constitution necessary to effectuate the Settlement have been met and satisfied.

8. The Settling Parties shall continue to effectuate the Settlement Agreement in accordance with its terms.

9. For purposes of the Settlement and this Final Approval Order, the Court hereby finally certifies the following Settlement Class: All entities that owned and/or operated sewage or wastewater conveyance and treatment systems, including municipalities, authorities and wastewater districts (sewage treatment plants or "STP Operators") in the United States whose systems were in operation between May 9, 2021 and May 31, 2024, the date of Preliminary Approval ("Settlement Class and Settlement Class Period"). Excluded from the Settlement Class are: (1) the Honorable Richard M. Gergel, and any member of his immediate family; and (2) Defendant's officers, directors, employees, and legal representatives.

10. For the purpose of the Settlement, the Court hereby finally certifies Plaintiff Charleston Water System as Class Representative, and AquaLaw PLC and Robbins Geller Rudman & Dowd LLP as Class Counsel.

11. Nothing herein shall bar any action or claim to enforce the terms of the Settlement Agreement.

12. No action taken by the Settling Parties, either previously or in connection with the negotiations or proceedings connected with the Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Settling Party of any fault, liability, or wrongdoing of any kind whatsoever to any other Settling Party. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Final Approval Order and the Settlement Agreement; or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Final Approval Order and the Settlement Agreement, in any proceeding in any court, administrative agency, or other tribunal. Similarly, neither the Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any weakness or infirmity of any claim asserted in the Action by Plaintiff.

13. For these reasons and those set forth in the Motion for Final Approval, the following amounts shall be paid by Defendants as set forth in the Settlement Agreements:

- (a) Fees and expenses to Class Counsel: \$275,000.00.

Such amount shall be paid according to the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE RICHARD M. GERGEL
UNITED STATES DISTRICT JUDGE