

**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esq. (031381997)**  
**Joseph A. Osefchen, Esq. (024751992)**  
**Shane T. Prince, Esq. (022412002)**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**

and

**JAVERBAUM, WURGAFT, HICKS,**  
**KAHN, WIKSTROM & SININS, P.C.**  
**Michael A. Galpern, Esquire**  
**1000 Haddonfield-Berlin Road, Suite 203**  
**Voorhees, New Jersey 08043**  
**(856) 596-4100**  
**Attorneys for Plaintiff and the Certified Class**

<p>DONNA BARONE, on behalf of herself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>AQUA NEW JERSEY, INC.,</p> <p style="text-align: right;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY LAW DIVISION</p> <p>DOCKET NO. CAM-L-2643-20</p>
--	--

**SETTLEMENT AGREEMENT**

Plaintiff Donna Barone (referred to herein as "Plaintiff" or "Class Representative"), on behalf of herself and the Settlement Class as defined below, by and through their counsel, and Defendant Aqua New Jersey Inc. (referred to herein as "Defendant"), by and through their counsel, (collectively referred to herein as the "Parties"), hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of the claims of the Plaintiff and the Class.

**RECITALS:**

WHEREAS, Defendant Aqua New Jersey, Inc. is a water company that supplies water to, inter alia, water customers in Blackwood, New Jersey, as well as several other towns, under the name Aqua NJ Blackwood;

WHEREAS, On or about March 27, 2020, Defendant distributed a form Notice to its Aqua NJ Blackwood customers entitled **“Important Information About Your Drinking Water”** and which stated, inter alia, that: **“Our water system recently violated a drinking water requirement...During the months of December 2019 and January 2020, water samples showed a residual disinfectant concentration less than 0.05 mg/L in more than 5% of samples”**(“Aqua Notice attached as Exhibit D);

WHEREAS, that same notice also stated: **“If you have a severely compromised immune system, have an infant, are pregnant, or are elderly, you may be at increased risk and should seek advice from your health care providers about drinking this water.”** See **Ex. D**

WHEREAS, Plaintiff filed the original class action complaint in this matter on August 5, 2020, alleging that: 1) Defendant was estopped by the statements made in the Aqua notice from denying that the drinking water delivered and sold by Defendant to the class of notice recipients violated drinking water requirements in December 2019 and January 2020; 2) Defendant was required, by legal and equitable principles, to reimburse the costs incurred by class members from following the directive in Aqua’s notice to seek advice from their health care providers; and 3) Defendant was estopped from charging for drinking water delivered by Aqua to the class in December 2019 and January 2020;

WHEREAS, on January 29, 2021, the New Jersey Superior Court certified a class in this

matter for injunctive relief under R. 4:32-1(b)(2) on the claims for reimbursement of medical expenses incurred in following the directive in Aqua's notice to seek advice from their health care providers, with the class being defined as **"All New Jersey citizens to whom Defendant sent the Attachment A form notice and who incurred doctor co-pays or other unreimbursed medical expenses as a result of seeking advice from their health care providers regarding the conditions described in that notice"**;

WHEREAS, on February 1, 2021, the Court dismissed and transferred Plaintiff's claims for reimbursement of payments made for water delivered in December 2020 and January 2021 to the New Jersey Board of Public Utilities under the doctrine of primary jurisdiction;

WHEREAS, Defendant vehemently denies the claims of Plaintiff and the Class, and any wrongdoing or liability and assert that it fully complied with New Jersey law;

WHEREAS, the Parties conducted significant discovery and motion practice;

WHEREAS, the Parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation and to finally and completely resolve all pending and potential claims of Plaintiff and all members of the Class relating to claims, which were or could have been asserted by Plaintiff and the Class Members in the Litigation, relating to the practices at issue;

WHEREAS, substantial settlement negotiations have taken place between the Parties over the last six (6) months, resulting in this Settlement Agreement, subject to the Court approval process set forth herein;

WHEREAS, Defendant enters the Settlement with no admission of liability and expressly does not waive any argument, defense or position asserted in this Litigation;

WHEREAS, the Parties agree that this Settlement will apply to the class certified

previously by the New Jersey Superior Court on January 29, 2021;

WHEREAS, Plaintiff and Class Counsel believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and among the Parties and on behalf of approximately 14,875 households.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

**I. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Action. "Action" shall mean this above-captioned putative class action pending before Superior Court of New Jersey, Camden County.

B. Claim. "Claim" shall mean submission of a Claim Form, and the required accompanying documentation and certification, by a Class Member for reimbursement of unreimbursed medical expenses relating to the conditions described in the Aqua Notice which was incurred between March 27, 2020 and May 26, 2020 (60 days of March 27, 2020), as described herein.

C. Claim Form. "Claim Form" means the document to be submitted by Class Members submitting a Claim seeking payment pursuant to this Settlement Agreement. *See Exhibit A.*

D. Claimant. "Claimant" shall mean a Class Member who submits a Claim for

payment of reimbursement of medical expenses as described in this Settlement Agreement.

E. Claims Period. “Claims Period” shall mean the time period through which Claim Forms may be submitted by Class Members and shall conclude one hundred (100) days after the entry of the Preliminary Approval Order (defined below) with respect to this Settlement.

F. Class Counsel. “Class Counsel” shall mean DeNittis Osefchen Prince, P.C.

G. Class Counsel Fees and Expense Award. “Class Counsel Fees and Expense Award” means the amount of \$75,000.00 awarded to Class Counsel for attorneys’ fees, costs and expenses, subject to approval by the Court..

H. Class Members. “Class Members” shall mean the members of the Class certified and defined by the Court’s Order dated January 29, 2021.

I. Class Notice. “Class Notice” shall mean the Court-approved form of postcard notice to Class Members informing them of the (i) a summary of the case; (ii) preliminary approval of the Settlement; (iii) scheduling of the Final Approval Hearing; (iii) the terms of the Settlement and amount of proposed attorneys fees and costs; and (iv) the opportunity to object or submit a Claim Form. The form of this Class Notice shall be agreed upon by the Parties designated as **Exhibit B** and shall be approved by the Court prior to its dissemination.

J. Class Representative. Class Representative shall mean Donna Barone.

K. Court: “Court” shall mean the Superior Court of New Jersey, Camden County where the Action is pending.

L. Defendant. “Defendant” shall mean Aqua New Jersey, Inc.

M. Effective Date. “Effective Date” or “Settlement Effective Date” is the date this Settlement becomes Final.

N. Final. With respect to the Judgment, this Settlement, or to any award of any

claims, or any award of attorneys' fees and expenses (the Class Counsel Fees and Expense Award), "Final" means that the time for appeal or petition for review or writ of certiorari has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become Final. Any proceeding or order or any appeal or petition for review or writ of certiorari pertaining solely to Class Counsel Fees and Expense Award or any award of an Incentive Award to Plaintiff will not in any way delay or preclude the Judgment or this Settlement from becoming Final.

O. Final Approval Hearing And Order. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order. "Final Approval Order" shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys' fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

P. Incentive Award. "Incentive Award" shall mean the \$2,500.00 payment that Defendant has agreed to pay, from the Settlement Fund, to Class Representatives Donna Barone, subject to approval of the Court.

Q. Litigation. "Litigation" shall mean this above-captioned putative class action proceeding captioned *Barone v. Aqua New Jersey*, pending before the Superior Court of New Jersey under docket number Docket No. CAM-L-2643-20.

R. Objection Date. "Objection Date" shall mean the date agreed upon by the Parties or otherwise ordered by the Court for Class Members to object to the Settlement Agreement's

terms or provisions and submit any required statements, proof, or other materials and/or argument.

S. Parties. "Parties" shall mean Plaintiff Donna Barone, on behalf of herself and the certified class, by and through their class counsel, and Defendant Aqua New Jersey Inc. by and through its counsel,

T. Plaintiff. "Plaintiff" shall mean Class Representative Donna Barone.

U. Preliminary Approval. "Preliminary Approval" means that the Court has entered an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing and content of notice to Class Members.

V. Preliminary Approval Order. "Preliminary Approval Order" shall mean the order of the Court preliminarily approving this Settlement Agreement, the form of which the parties shall agree upon and designate as **Exhibit C** or a form that is substantially the same form as that approved by the Court.

W. Settlement. "Settlement" shall mean the agreement by the Parties to resolve this Litigation and all Released Claims, the terms of which have been memorialized and provided for in this Settlement Agreement.

X. Settlement Agreement. "Settlement Agreement" shall mean this Settlement Agreement and all the exhibits attached hereto.

Y. Settlement Fund. The "Settlement Fund" means the total cash commitment of Defendant for purposes of paying claims under this Settlement, as described in Section IV of this Settlement Agreement in the amount of \$30,000.00. The payment and disposition of the Settlement fund is subject to the provisions of this Settlement Agreement.

## **II. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by all Parties:

2.0. Class Counsel shall take all reasonable and necessary steps, subject to the Court's availability, to obtain entry of the Preliminary Approval Order and to move for the Final Approval Order. Defendant's Counsel shall cooperate as set forth in this Settlement Agreement.

2.1. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in the same or substantially identical form as that attached hereto as **Exhibit C**.

2.2. Class Counsel will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order. Defendant's Counsel shall cooperate as set forth in this Settlement Agreement.

2.3. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this Settlement Agreement is voidable by the Party or Parties adversely affected by the Court's reason for its failure to provide approval, except that any failure to approve the Class Counsel Fees and Expense Award or Incentive Awards in the amount requested shall not give Plaintiff the right to void the Settlement Agreement.

2.4. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and



all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

### **III. SETTLEMENT TERMS**

3.1 Benefit to Class Members from the Settlement Fund. Defendant will pay \$30,000.00 in cash as the Settlement Fund for payment of the following: (i) valid claims for reimbursements submitted by Class Members; and (ii) the \$2,500.00 Incentive Award to the Class Representative. The award of Class Counsel Fees and Expense Award, subject to Court approval, shall be paid separately by Defendant and shall not come from, or reduce, the Settlement Fund. Other than the \$30,000.00 Settlement Fund and award of Class Counsel Fees and Expense Award as described below, Defendant shall have no further cash payment obligations to Plaintiff, Class Members, the Settlement Administrator, or Class Counsel, or otherwise, under this Settlement Agreement.

3.2 Total Financial Commitment. Defendant's total financial commitment and obligation under this Settlement Agreement, including but not limited to paragraphs 3.1(a) and 3.1(b), shall not exceed \$30,000.00 plus the award of Class Counsel Fees and Expense Award, as described below and subject to Court approval.

3.3 Cost of Administration and Notice Paid by Defendant. Defendant shall be responsible for all costs of administration and notice of the Settlement which is in addition the \$30,000.00 financial commitment set forth in paragraph 3.2.

3.4 Claims and Claims Process. Each Class Member who submits a timely, valid Claim Form, and the required accompanying certification and documentation, shall be entitled to reimbursement of the amount of unreimbursed medical costs.

3.5 Proof of Claim. A maximum of one Claim, submitted on a single Claim Form,

may be submitted by each Class Member. A Claimant must include certain information in the Claim Form, which is specified on the Claim Form, and may complete the Claim Form online or in hard copy, which must be mailed to the Defendant. Each valid claim form must include a certification by the Class Member that the Class Member meets one or more of the qualifying factors: (i) you are immune-compromised; (ii) elderly (65 or older); (iii) have an infant; or (iv) are pregnant. These factors must be set forth on the Claim Form and proof of a doctor's visit which occurred between March 27, 2020 and May 26, 2020 (within 60-days of March 27, 2020). The Class Member must submit a copy of the unreimbursed or unpaid medical bill or invoice and certify that the medical treatment visit was caused by the Class Member receiving the March 27, 2020 Notice from the Defendant.

3.6 Review of Claims. The Defendant, along with final review by Plaintiff's counsel, shall be responsible for reviewing all Claims to determine their validity. The Defendant shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or the terms outlined herein, or is submitted after the close of the Claims Period ("Claims Period Close Date"), or is submitted by an individual who has not been identified or otherwise verified as a Class Member. The Defendant will provide a list of Claims and whether each claim was accepted or denied so that Plaintiff's counsel may review before becoming final.

3.7 Pro-Rata Reduction of the Settlement Fund. If the dollar value of valid Class Member Claims, determined in accordance with the provisions set forth herein, exceeds the respective amounts available in either the Settlement Fund available to satisfy those Claims, payments to Class Members from the Settlement Fund, shall be reduced on a pro-rata basis, such that the total available cash will satisfy all Claims.

3.8 Unclaimed Settlement Class Benefits of Valid Claims or Uncleared Checks.

Those Settlement Class Members whose checks are not cleared within one hundred eighty (180) days after issuance shall be ineligible to receive a cash settlement benefit and Defendant shall have no further obligation to make any payment pursuant to this Settlement Agreement, or otherwise, to such Settlement Class Members, and such monies will revert back to the Defendant. In addition, any cash remaining in the Settlement Fund, after payment of all timely Claims of Class Members, as approved by the Court, and the Incentive Award to the Class Representative as approved by the Court, shall revert back to the Defendant.

**IV. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

4.1. Class Counsel shall petition the Court (and Defendant have agreed not to oppose) for an award of attorneys' fees in an amount not to exceed Seventy-five thousand Dollars, \$75,000.00, plus reimbursement of Class Counsel's costs and expenses in the amount of \$773.41. Class Counsel's attorneys' fees, costs and expenses ("Class Counsel Fees and Expense Award"), if approved by the Court, shall be paid within five (5) days of the Settlement becoming Final.

4.2. Given the efforts of Plaintiff on behalf of the Class Members, the Parties have also agreed that Plaintiff Donna Barone shall receive a one-time Incentive Award in the amount of \$2,500.00 to be paid from the Settlement Fund. Such Incentive Award shall be paid by check, made payable to Donna Barone and shall be delivered to Class Counsel within five (5) days of the date the Settlement becomes Final.

**V. CLAIMS ADMINISTRATION AND NOTICE TO CLASS MEMBERS**

5.1 Defendant shall self-administer the Settlement, subject to Court approval.

Defendant shall be responsible for administrative tasks, including, without limitation, (a) notifying the appropriate state officials about the Settlement, if required (b) distributing and publishing of the Class Postcard Notice and Claim Forms to Class Members, (c) answering inquiries from Class Members and/or forwarding such written inquiries to Class Counsel, (d) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence regarding Requests for Exclusion or Objections to the Settlement, (e) receiving and processing Claims and distributing payments (to Class Members, and (f) otherwise assisting with implementation and administration of the Settlement Agreement terms. The actual costs and expenses for administrating and providing notice of the Settlement shall be the responsibility of Defendant.

5.2 Performance Standards of Claims Administration by Defendant. Defendant shall abide by the following performance standards:

- a. Defendant shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of the Settlement Agreement in communications with Class Members;
- b. Defendant shall provide prompt, accurate and objective responses to inquiries from Class Counsel and/or Defendant's Counsel, and shall periodically report on Claims, objectors, etc.
- c. Defendant shall seek clarification, instruction or authorization for performance of its duties and expenditure or disposition of cash from both Class Counsel and Defendant's Counsel.
- d. Defendant shall keep no confidences among the Parties in connection with its administration of this Settlement Agreement.

5.3 Notice Requirements to Class Members

- a. Defendant will send via U.S. Mail a Class Notice and Claim Form to persons who are identified by Defendant as potential Class Members. This Class Notice and Claim Form will contain information informing potential Class Members of the (i) preliminary

approval of the Settlement; (ii) scheduling of the Final Approval Hearing; and (iii) information for potential Class Members to submit a Claim Form, in order to submit a Claim. The form of this Class Notice shall be agreed upon by the Parties, designated as **Exhibit B**, and shall be approved by the Court prior to its dissemination.

b. Defendant shall be responsible, subject to the Court's approval, for mailing the Class Notice and Claim form to the last known addresses of all persons identified by Defendant as Class Members. Should the Defendant receive any undelivered Class Notices, it will conduct one skip trace or postal look-up to search for a new address for the said Class Member and resend the Class Notice and Claim Form to any newly found Class Member address. The Class Notice and Claim Form will also be posted by Class Counsel in a prominent location on Class Counsel's website [www.denittislaw.com](http://www.denittislaw.com).

c. The Claims Period shall run for a period of one hundred (100) days, commencing on the date the Preliminary Approval Order is entered.

d. Defendant shall mail and publish all Class Notices and Claim Forms within thirty (30) days of Preliminary Approval.

e. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, the Defendant shall provide an affidavit to the Court, with a copy to Class Counsel, attesting that notice was published and mailed in a manner consistent with the terms of this Settlement Agreement.

f. All Claim Forms must be postmarked, or received by the Defendant no later than 100 days from the date of the Preliminary Order. The Claim Forms may be submitted via electronic mail, facsimile, hand delivery, or via U.S. Mail.

g. Within 90 days of the Settlement becoming Final, the Defendant shall send checks via first class U.S. Mail, distributing the Settlement Fund to eligible Class Members who have, in a timely manner, completed valid Claim Forms and the required accompanying documentation to the Defendant. Should a check be returned as insufficient address, the Defendant will use its best efforts to conduct a postal look-up to locate the proper address of the Class Member in order to re-mail the check to the proper address. The costs for processing and mailing out checks to Class Members will be paid by Defendant.

**VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

6.1 As the Court certified a class for injunctive relief under R. 4:32-1(b)(2) there can be no exclusions from the certified class. Any request for exclusion by a class member shall be sent a written notice containing a statement to that effect.

**VII. OBJECTIONS BY CLASS MEMBERS**

7.1. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection with the Court no later than twenty (20) days prior to the Final Approval hearing ("Objection Date"). Such objections shall state the name, address and telephone number of the person, whether the person is represented by counsel or has consulted with counsel, and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

7.2. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement, in

accordance with such Class Member's due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon the Settlement Administrator, Class Counsel and Defendant's Counsel at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

#### **VIII. RELEASE, DISMISSAL OF LITIGATION, AND JURISDICTION OF COURT**

8.1. **Release.** Upon the Settlement Effective Date, the Class Representatives, for themselves and on behalf of all Class Members, and each of the Class Representatives' and Settlement Class Members' respective heirs, spouses, parents, family members, trustees, executors, administrators, successors, assigns, employees, agents, representatives, any and all other persons or entities acting under the supervision, direction, control or on behalf of any of the foregoing, and any and all other persons or entities that could claim by or through them (collectively, the "Class Representative and Settlement Class Releasers"), hereby fully, finally, and forever settle and compromise with, and release and discharge, Defendant and its respective present and former parent companies, subsidiaries, divisions, related or affiliated companies, wholly owned companies, owners, shareholders, partners, members, officers, directors, managers, employees, consultants, agents, attorneys, insurers, representatives, accountants, beneficiaries, heirs, successors, predecessors, assigns, vendors, business partners, and any

individual or entity which could be jointly liable with any of the foregoing, and all other persons acting under the supervision, direction, control or on behalf of any of the foregoing (collectively, the "Defendant Releasees") of and from all claims that were alleged or could have been alleged in the Class Complaint filed in this Litigation arising prior to the Settlement Effective Date, known or unknown, including, but not limited to, any and all manner of legal, equitable, federal, state, administrative, statutory or common law action or causes of action, suits, claims, debts, liabilities, charges, losses, demands, obligations, guarantees, torts, contracts, agreements, promises, liens, damages of any kind (including liquidated damages and punitive damages), restitution, interest, penalties, attorneys' fees, costs and expenses of any kind or nature whatsoever, asserted or unasserted, willful or not willful, intentional or not intentional, fixed or contingent, liquidated or unliquidated which the Class Representative and Settlement Class Releasers now have, ever had or shall later have against the Defendant Releasees, or any of them, arising out of, relating to, or in connection with the specific actions set forth in Plaintiff's Class Complaint, and all prior versions thereof, or any conduct alleged or that could have been alleged in Litigation from such conduct (collectively, the "Released Claims") including claims for unjust enrichment for reimbursement of water bills paid. This paragraph is referred to in this Settlement Agreement as the "Release."

8.2. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class



Members from prosecuting Released Claims.

8.3. Upon issuance of the Final Approval Order and the Effective Date of the Settlement: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members; (ii) Defendant shall not be subject to liability or expense of any kind to any Class Members except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant in any manner, including in any federal or state court in the United States or any other tribunal.

8.4 **Dismissal of the Litigation and No Other Action Pending.** Plaintiff agrees that, if she has not already done so, they will take steps to cause the Litigation to be dismissed or withdrawn with prejudice and agree not to refile the Litigation or otherwise pursue their claims. This shall include Plaintiff dismissing her matter currently before the Board of Public Utilities (BPU) (“BPU Matter”) with prejudice. Other than the Litigation and the BPU Matter, Plaintiff represents that she has not filed any lawsuit, claim, charge, or complaint against Defendant with any local, state, or federal agency or court. In the event that any agency or court assumes jurisdiction of any lawsuit, claim, charge or complaint, or purports to bring any legal proceedings on Plaintiff’s behalf against Defendant, then Plaintiff shall promptly request that the agency or court withdraw from and dismiss the lawsuit, claim, charge, or complaint with prejudice.

**IX. REPRESENTATIONS, WARRANTIES AND COVENANTS**

9.1. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff and the Class, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes its legal, valid and binding obligation.

9.2. Defendant's Counsel, who are signatories hereof, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

**X. MISCELLANEOUS PROVISIONS**

10.1. This Settlement Agreement, and the exhibits and related documents hereto, are not to be used in evidence and shall not at any time be construed or deemed to be any admission or concession by Defendant with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendant specifically denies all of the allegations made in connection with the Litigation. This provision shall survive the expiration or voiding of the Settlement Agreement.

10.2. This Settlement Agreement is entered into only for purposes of Settlement. Except as otherwise provided herein, in the event that this Settlement Agreement is not finally approved in all material ways as written, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior positions as if the Settlement Agreement had not been entered into.

10.3. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

10.4. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all counsel for the Parties.

10.5. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.6. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

10.7. Except as otherwise provided in this Settlement Agreement, each Party to this Settlement Agreement shall bear his or its own costs of the Litigation.

10.8. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

10.9. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

10.10. Integrated Agreement. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

10.11. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Court.

10.12. Notices. All notices to the Parties' attorneys under this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

**If to Plaintiff's or Class Counsel:**

**Stephen P. DeNittis, Esquire  
Joseph Osefchen, Esquire  
Shane Prince, Esquire  
DeNittis Osefchen Prince, P.C.  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, New Jersey 08053  
856-797-9951 (phone)  
[sdenittis@denittislaw.com](mailto:sdenittis@denittislaw.com)**


**Michael A. Galpern, Esquire  
JAVERBAUM, WURGAFT, HICKS,  
KAHN, WIKSTROM & SININS, P.C.  
1000 Haddonfield-Berlin Road, Suite 203  
Voorhees, New Jersey 08043  
(856) 596-4100**

**If to Defendant or Defendant's Counsel:**

**Dante C. Rohr, Esquire  
MARSHALL DENNEHEY  
15000 Midlantic Drive  
Suite 200  
Mount Laurel, NJ 08054  
856-414-6412 (phone)  
856-414-6077 (fax)  
[dcrohr@MDWCG.com](mailto:dcrohr@MDWCG.com)**

**IN WITNESS WHEREOF**, Plaintiff and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.


Dated: 10/7/21, 2021

  
\_\_\_\_\_  
**Stephen P. DeNittis**  
**Counsel for Plaintiff and the Certified Class**


Dated: 10/7/, 2021

*Michael A. Galpern*  
\_\_\_\_\_  
**Michael A. Galpern**  
**Counsel for Plaintiff and the Certified Class**

Dated: 10/6, 2021

  
\_\_\_\_\_  
**Donna Barone**  
**Plaintiff**

Dated: 10/8, 2021

  
\_\_\_\_\_  
**Dante C. Rohr**  
**Counsel for Defendant Aqua New Jersey Inc.**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
**Defendant Aqua New Jersey Inc.**

**Lawrence**  
**R. Carson**

Digitally signed by: Lawrence R. Carson  
DN: CN = Lawrence R. Carson  
email = lrcarson@aquaaamerica.com  
C = AD O = Aqua America OU = Aqua New Jersey  
Date: 2021.10.08 16:23:29 -04'00'