

## Greg Ulman

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**From:** Renee Koback <RKoback@wrwa.org>  
**Sent:** Thursday, January 22, 2026 2:26 PM  
**To:** Chris Groh  
**Cc:** Renee Koback  
**Subject:** [External] PFAS Settlement Information from WRWA

Good Afternoon Rural Water!

Some time back I had offered rural water systems a program to get no cost money back from the National Rural Water Lawsuit if PFAS were found in your water system after testing. Phase 1 payouts are complete, and we had a lot of money coming back to systems that had detections. Recently, there was another settlement, which means that there is a lot more money available which will go out in a Phase 2 payout very soon.

Any systems that tested after June of 2023 with detections of any of the 29 PFAS compounds and were not part of the Phase 1 payout would qualify for the Phase 2 payout. This is money available at no cost, if you had any detections at any level, of the 29 PFAS compounds in the UCMR5 testing. If you tested for monitoring purposes after your system had detections, this should satisfy that requirement.

How do you know if you have any detections? You should have received a report from your lab showing that you had detections, maybe below the advisory or legal levels. If you don't know, you can look up your town on the DNR PFAS Data Viewer at [Wisconsin DNR](#). Find your town and click on the colored dot. If your information says:

"PFAS detected below hazard index in one or more samples from the water system"

Or

"PFAS above the health advisory level in one or more samples from the system"

Then you will qualify. Please go to [NRWA PFAS | Napoli Shkolnik](#) and sign up for the National Rural Water Association (NRWA) PFAS Contamination Lawsuit. It's a simple process, and the program administrators will contact you for any necessary information. The process is painless and you could recover a good amount of money that will not cost you anything but a little time.

If you did not join the lawsuit previously because you didn't think you had PFAS, but then you got detections, or if you thought you didn't need to join because your detections were lower

than the legal limit, this is a second chance to join the Lawsuit and get some money for your water system. Eventually, you will have to do something for PFAS treatment, even if you are not over the legal limit (for example, continued monitored testing).

Thanks for your interest and if you want more information, please give me a call.

*Chris Groh*

**Executive Director**

**Wisconsin Rural Water Association**

[cgroh@wrwa.org](mailto:cgroh@wrwa.org)

(715) 340-2055



## Greg Ulman

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**From:** Sam Wade <SWade@NapolisLaw.com>  
**Sent:** Wednesday, January 28, 2026 11:43 AM  
**To:** Greg Ulman  
**Subject:** [External] PFOS Settlement Documents and background  
**Attachments:** Kronewetter Water and Sewer WI Draft Retainer jan 26.docx; AWARD ESTIMATES.docx; Need to Know - Data Needed (002).docx

Sorry Greg for the delay, put in wrong address.

Thanks Sam

Great to speak with you Greg,

Thank you for the submission of the Kronewetter Water and Sewer Utility into the Rural Water PFAS Settlement.

As background in 2018, the National Rural Water Association Board of Directors, which is governed by the Wisconsin Rural Water and 49 other state rural water affiliates, voted to engage with the law firm of Napoli Shkolnik to file a PFAS cost recovery action against the global manufacturers of the PFAS forever compounds. I served as the CEO of NRWA at the time, semi-retired after 36 years, then went to work for the law firm to support the litigation. The sole purpose is to provide an opportunity for water and wastewater systems to lessen the PFAS financial burden on the utility and ratepayers. The Litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them

We are now in Phase II of the 3M and Dupont water settlements which is defined as system tested after June 22 of 23. The recent Tyco and BASF settlements are for system who tested prior by May 15, 2024. The current settlement amount is \$15.4 billion dollars for systems with detections of any of the unregulated contaminant monitoring rule 29 PFAS compounds at any level, and there are still 12 more companies to settle or go to court.

The water settlement awards are based on the level of detection, of any of the 29 PFAS Compounds under the Unregulated Contaminant Monitoring Rule, and maximum daily flow rates. The firm will negotiate, with the Claims Administrator, each of the current and future settlements to maximize any award for Kronewetter Water and Sewer.

**There are no fees or cost to register and if there is no recovery, specifically for, Kronewetter Water, there is zero cost.** Just give me call if I can clarify the current settlements, the

impending other settlements, ongoing wastewater litigation, or micro-plastics in surface water.

Attached is a draft retainer that authorizes the firm to represent the utility in the litigation. Please returned the signed retainer via email to [Swade@napolilaw.com](mailto:Swade@napolilaw.com) with lab results attached and the Public Water ID number on the retainer. This will speed up the filing process.

We are available to provide a formal presentation to you and your folks, just let me know and feel free to call if I can clarify any items.

Many thanks,



Sam Wade  
Water Consultant  
for Napoli Shkolnik Law  
Mobile: 580-917-1425  
[Swade@napolilaw.com](mailto:Swade@napolilaw.com)



**Sam Wade**  
Water Consultant



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## RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF WISCONSIN GENERAL ARBITRATION STATUTE

Kronenwetter Water and Sewer Utility (Please include the PWISD# \_\_\_\_\_) retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane, plastics, microplastics, landfills and other hazardous water contaminants for claims under MDL and CERCLA actions. We specifically agree as follows:

**1. FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

**2. DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

**3. COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

<b>Gross settlement</b>	<b>\$100.00</b>
<b>25% Attorney's Fee</b>	<b>\$ <u>25.00</u></b>
<b>Net settlement</b>	<b>\$ 75.00</b>
<b>Disbursements</b>	<b><u>-\$ 10.00</u></b>
<b>Net to Client</b>	<b>\$ 65.00</b>

4. **CONTINGENCY FEE PAYMENT SCHEDULE:** As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**13. WISCONSIN OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of Wisconsin or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Wisconsin or applicable law.

**14. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in the State of Wisconsin. This arbitration provision shall be enforceable in either Federal Court, pursuant to the substantive federal laws established by the Federal Arbitration Act, or in Wisconsin State Court. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court in the State of Wisconsin having jurisdiction.

**15. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

**16. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



**17. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further Commonwealth that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE WISCONSIN GENERAL ARBITRATION STATUTE**

[CLIENT]

NAPOLI SHKOLNIK,

By:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

HANK NAUGHTON  
PARTNER

Email Address:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone:

# Holding Polluters

## Responsible ESTIMATED RANGE OF AWARDS



	3M	DUPONT	TYCO
High	\$28,771,300	\$3,409,409	\$2,167,854
Low	\$3,824	\$453	\$286
Average	\$1,607,481	\$169,368	\$129,076



# NEED TO KNOW- NOW

- \$14.75 Billion Available to your System now
- No Award– No Cost
- Future settlements = more \$\$\$

In order to participate in these settlements, public water systems need to submit different claims forms to the Claims Administrator.:

1. A completed IRS Form W-9;
2. Any evidence of any remedial action taken for PFAS;
3. From the past 10 years (2013-2022) documents showing the maximum flow rate per source, these can be internal logs that the public water system uses;
4. From the past 10 years (2013-2022) documents showing the maximum permitted flow rate per source, these can be any permit or documentation of the well pump showing the value.

**We will handle submission for you.** Please send the above as soon as possible so we can review the information provided and enter it in the Claims Administrator's portal.