

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION**

No. 7:24-CV-00976-M-RN

IN RE:

CAMP LEJEUNE WATER LITIGATION

This Document Relates to:
Charles Metcalfe, No. 7:24-cv-00976
Larry Abrams, No. 7:24-cv-00982
Tony Griffin, No. 7:24-cv-00973
Estate of Mark Kopp, No. 7:24-cv-00969
Estate of Timothy Coon, No. 7:24-cv-00978
Steven Janovitch, No. 7:24-cv-00919

**MOVANTS' REPLY IN SUPPORT OF
MOTION FOR HEARING REGARDING
THE DEPARTMENT OF JUSTICE'S
ADMINISTRATION OF ELECTIVE
OPTION DETERMINATIONS**

The United States' position reduces to a single proposition: that it may administer a settlement program of its own design, in cases pending before this Court, unevenly and without regard to records in its possession, and that this Court is powerless to ask why.¹ The record shows what that proposition is meant to protect. The United States priced four Marines' claims as if each had spent less than a year at Camp Lejeune. Its own records say otherwise. The certified service records show well over a year on base. And the affirmations DOJ drafted for these Movants to sign under penalty of perjury show what it used instead: 31 days for a Marine whose records show more than two years on base, 217 days for a Marine whose records show seventeen months, and 318

¹ Movants are seeking leave to file this Reply based on the Court's ruling that Movants did not have the PLG's permission to file the original Motion. [D.E. 923]. To clarify, Movants sought, and believed they had, the PLG's permission to file the original Motion for Hearing and Memorandum in Support [D.E. 913, 914] (the "Motion"). Movants' counsel circulated the Motion and exhibits to Lead, Co-Lead, and Liaison Counsel approximately one week prior to filing; received Co-Lead Counsel's revisions and comments and incorporated all of them; was told by Co-Lead Counsel that she had no further changes; informed the PLG of the undersigned's intent to file on the Master Docket; held the filing at the PLG's request pending its final review; and filed on September 10 after no objection was received. On September 21, the PLG told the Court it "did not oppose" the Motion. The Court has since held that non-opposition is not "permission." [D.E. 923] at 3. Movants no longer seek the PLG's permission to file, instead opting to move independently, and have filed a separate Motion for Leave accordingly.

days for a Marine whose records show more than three years.² Asked six times to reconcile those figures with its own files, the government has not tried.³

Instead, the United States says Movants “missed a deadline” to give the government its own records. They did not. DOJ’s May 11 letter asked for substantiation packets within sixty days; counsel uploaded all six by June 1. Mem. at 5. The only consequence the letter attached to the deadline was a presumption against claimants who sent nothing. Ex. O at 4. What DOJ now calls “late,” Opp. at 3–4, is not a packet. It is the government’s own records, which its published guidance requires it to consult “first,” Mem. Ex. A (“Public Guidance”) at 6, and which its May 11 letter confirms it had already reviewed when it identified each Movant as potentially eligible. Ex. O at 1.⁴ A deadline for delivering the government copies of its own files is met the moment the government opens them.⁵ Nor did the government hold itself to the date or its supposed “consequence” for claimants who sent nothing. It extended *Hughes* an offer from its own files on

² New exhibits: counsel’s letter of September 24, 2026 (Ex. J); correspondence of September 25 (Ex. K); correspondence of May 11–June 14 (Ex. L); Navy correspondence in *Salata* (Ex. M) and *O’Malley* (Ex. N); DOJ’s May 11 letter and packet instructions (Ex. O); and the August 28 offer packages for Metcalfe, Abrams, and Kopp, including the Plaintiff Affirmations DOJ drafted (Exs. P–R).

³ The United States suggests Movants disclosed Confidential Settlement Information under CMO 14. Opp. at 3 n.2. CMO 14 governs the Settlement-Master process among the Masters, DOJ, and the PLG, [D.E. 251] at 3, whereas the EO offers are unilateral offers made “without involvement of the Special Masters,” which the Court has confirmed the restriction does not reach. See July 29, 2024 Order [D.E. 264] at 1 (“**The restrictions on Confidential Settlement Information do not apply to . . . settlement offers made by [the government] on its own initiative without involvement of the Special Masters** (see, e.g., D.E. 164 5 at 4-5)”). Also, the United States itself quotes and describes Movants’ correspondence in its opposition. Opp. at 3 & n.1. Nonetheless, Movants will seal anything the Court directs.

⁴ The United States is also in possession of Muster Rolls and other digitized military records that may be used to further substantiate Movants’ time on base at Camp Lejeune, but those records have not been produced to Movants or any other non-PLG plaintiffs. [D.E. 916 at 7].

⁵ Because these actions are stayed under CMO 2, Movants cannot serve a document request or a subpoena for the exposure records the United States already holds. The government thus gave claimants sixty days to obtain from the federal government copies of records the federal government already had, while the stay barred them from asking for those records here. At the same time, the DOJ represented to Movants that it had already performed an initial investigation of these claims [Ex. O], leaving Movants with the impression that there was no need (let alone requirement) to give the government copies of its own records—records it already had. There was also no mention of a refusal to reconsider erroneous offers until the EO offers were made on August 28, 2026 [Ex. G], which meant it was too late to do anything about it.

September 10; it re-reviewed *Ripley* on a September 1 letter; and it increased *Salata*'s offer in July on service records showing more than a year on base. The rule that Movants alone could not be reconsidered appeared for the first time on August 28, in the letter transmitting the offers.⁶

The opposition does not say that any Movant was on base for less than a year, that the service records are wrong, or that the dataset shows something different. It says that its evaluation “of the documents submitted before the deadline” was correct, Opp. at 3 n.1, that “[a]ny ‘aggregate shortfall’” is Movants’ fault, *id.* at 4, and that no court may inquire. The government does not deny what it did. It claims immunity for it: from its own published guidance, from its own records, and from this Court. In any other litigant, pricing an offer on dates its own files contradict, refusing to look when the error is pointed out, and reopening files for others in the same breath would be called bad faith.⁷ The government’s answer is that the label does not matter because no one may apply it. Movants ask only to be heard.

STATEMENT OF FACTS AND PROCEDURAL BACKGROUND

A. The determinations. The Elective Option grid pays a Tier 1 claimant \$150,000 for 30 to 364 days at Camp Lejeune and \$300,000 for one to five years, plus \$100,000 for a death. Public Guidance at 2–3. Duration is arithmetic: Date of First Exposure, Date of Last Exposure, less Days Absent. *Id.* at 6. Claimants with similar exposures “will receive similar settlement offers.” *Id.* at 3. An offer based on “an incorrect length of residence” may be corrected on a written request within

⁶ “If men must turn square corners when they deal with the government, it cannot be too much to expect the government to turn square corners when it deals with them.” *Niz-Chavez v. Garland*, 593 U.S. 155, 172 (2021).

⁷ Federal courts have the inherent power to impose sanctions where a party has acted “in bad faith, vexatiously, wantonly, or for oppressive reasons,” including conduct that “delay[s] or disrupt[s] the litigation,” and the power “extends to a full range of litigation abuses.” *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45–46 (1991); see, e.g., *Beach Mart, Inc. v. L & L Wings, Inc.*, 302 F.R.D. 396, 415 (E.D.N.C. 2014) (recognizing “a need to deter both willful nondisclosure and gamesmanship” and holding that “sanctions must be sufficient not only to remedy the harm caused, but to provide a sufficient deterrent such that present and future parties will be forewarned from acting similarly”). Movants have opted not to seek sanctions at this point and are only requesting a hearing. Movants will ultimately defer to the Court’s authority and discretion as to whether sanctions are appropriate after the United States responds to Movants allegations on the actual merits regarding Movant’s time on base—which it has *still* not done.

60 days of the offer. Mem. Ex. B (“FAQ”) No. 13. On August 28, DOJ priced Metcalfe, Abrams, Griffin, and the Estate of Kopp in the 30-to-364-day band and found the Estate of Coon and Mr. Janovitch ineligible for “Evidence Sufficiency.” Mem. at 6. Each offer letter recites that the offer is “consistent with the CLJA Elective Option” and describes a “potential Duration of Exposure of 30-364 days.” Exs. P–R at 1.

On September 1, four days after the EO offers were sent, counsel sent DOJ a letter for each Movant enclosing the certified Records of Service (which were already in DOJ’s possession) and asked DOJ to apply the government’s own EO grid (the same grid attached to DOJ’s offer letters). Mem. at 7–8. DOJ answered that it “will not consider additional documentation or re-evaluate any of the cases,” that every determination was “final,” and that it was “not considering additional materials submitted after the deadline.” Mem. Ex. G at 1–3. In the same email it reported that *Ripley’s* exposure “has been re-reviewed.” *Id.* at 2. On the administrative track the Navy still reconsiders; on September 22 it confirmed that reconsideration, “per DOJ policy,” carries “60 days to provide us with additional documentation.” Ex. N at 1–3; *see* Ex. M at 1–5 (*Salata*).

B. Proceedings. Movants filed the Motion on the Master Docket on September 10, re-filed it here on September 15, and filed an Emergency Motion on the Master Docket on September 23. [D.E. 913, 919]. On September 24 the Court denied the Master Docket filings without prejudice under CMO 2, without reaching the merits. [D.E. 923]. The United States opposed on September 25. Also on September 24, Abrams, Metcalfe, and the Estate of Kopp accepted the offers “consistent with the EO” at the grid amounts for their documented exposure and asked DOJ, if it disagreed, to “provide a computation for the time on base being between 30 and 364 days.” Ex. J at 1–3.⁸ Asked for the math, DOJ simply restated the miscalculated figures and wrote: “We hope

⁸ Abrams, Metcalfe, and the Estate of Kopp accepted, on September 24 and within the thirty-day period, the offers to settle “consistent with the CLJA Elective Option” in the amounts the grid provides for their documented exposure, reserving all rights. Ex. J at 3 & n.5. Should the United States decline to honor those acceptances, Movants will move

this clarifies any confusion.” Ex. K at 1. Its opposition states that DOJ “did review the records in all six cases.” Opp. at 3 n.1. It does not say what they show. That is the entire purpose of the hearing—an inquiry into the truth and whether the DOJ is acting in good faith during the EO process—which is well within this Court’s authority to conduct.

ARGUMENT

I. The government’s own settlement papers show the dates it used, and its own records show they are wrong.

The government says it “is not required to explain or justify its internal decision-making process.” Expedite Opp. at 4. It need not. The Plaintiff Affirmations it drafted and enclosed with each offer state the exposure window behind each price: for the Estate of Kopp, May 15 to June 15, 1983, thirty-one days; for Metcalfe, May 29 to December 31, 1987, 217 days; for Abrams, July 30, 1986 to June 12, 1987, 318 days. Exs. P–R at 12. Set those windows against the government’s own dataset, which shows 912, 457, and 1,278 days for the same three men, and against the certified Records of Service, which show 737, 510, and 1,156. Mem. at 3. Not one window survives. And the government would have each Movant swear to an incorrect time on base under penalty of prosecution: the affirmation warns that false statements “may result in fines, imprisonment, and/or any other remedy available by law,” citing 18 U.S.C. § 1001. Exs. P–R at 13. The United States thus asks Movants to affirm, on pain of a felony, that they or their loved one was at Camp Lejeune for a period that Movants know is inaccurate and that the United States knows is inaccurate from its own records.

Nor was the government working from silence. Three of the four Movants it underpriced told it, in complaints filed nearly two years before it priced their claims, that they had been on base for well over a year. *See* Abrams Compl. [D.E. 1] at 2, No. 7:24-cv-00982; Griffin Compl. [D.E.

separately to enforce them; they do not seek that relief on this Motion.

1] at 2, No. 7:24-cv-00973; Metcalfe Compl. [D.E. 1] at 2, No. 7:24-cv-00976. DOJ, the defendant in each of those cases, had those pleadings, its own dataset, and the service records, and still priced each man in the lowest band the grid contains. The one Movant who pled less than a year was the Estate of Kopp, which pled five months. Kopp Compl. [D.E. 1] at 2, No. 7:24-cv-00969. It did so because Ms. Champine, the decedent's widow, could not be expected to know from memory how long her late husband had been stationed at Camp Lejeune in the 1980s. The government knew. The DD Form 214 (which the DOJ already had) shows three years of active service ending at Camp Lejeune, and the government's own dataset shows 912 days. That is why the guidance assigns the first investigation to the government: it holds the records, and Movants do not. And yet the United States is asking Movants, including the widow of a Marine, to sign an affirmation under penalty of perjury that both sides know is not true.

The rest of the United States' factual defense is one sentence and a footnote, both drafted with care. The United States "maintains that its evaluations . . . were accurate," Opp. at 4, and "verified that its original evaluations of the documents submitted before the deadline were not made in error." *Id.* at 3 n.1. The qualifier matters. The government is not saying these Marines were on base for less than a year. It is saying the "EO packets" it had on July 10 did not prove more. Only the first claim would answer the Motion, and if the three inputs its guidance makes decisive added up to fewer than 365 days for any Movant, one sentence would say so. Asked for that sentence on September 1, September 2, September 24, and twice on September 25, DOJ did not supply it. Asked again by this Motion, it supplied the word "accurate" and blamed Movants for the "shortfall." Opp. at 4. That is not a denial that the shortfall exists. It is an explanation for keeping it.

The government’s explanation for the short-coming (i.e., not having all substantiating documentation within sixty days of its May 11, 2026 letter) is nonsensical. Every document the government calls “late” is a government record the government already had—and the guidance requires the government to consult its own records first. Public Guidance at 6. FAQ No. 13 then provides for correction of an offer “based on incorrect information, such as an incorrect length of residence,” on a written request “within 60 days of the original EO offer” with “supplemental substantiating evidence.” Counsel’s letters went out *four days* after the EO offers, with evidence the government already had. The government’s answer is that a substantiation deadline six weeks before the offers extinguished a reconsideration right that runs from the offers. Nothing in the guidance says that, just as nothing in it permits the thirty-day acceptance window the offer letters imposed in place of the published sixty. Public Guidance at 6; FAQ No. 3. The government simply reads FAQ No. 13 out of the litigation track, while it found 386 days for *Hughes* from its own files with no submission at all, fifteen days after the deadline, and re-reviewed *Ripley* in the same email that declared it would re-evaluate no one. Mem. Ex. G at 2–3; Mot. to Expedite at 3–4.⁹

II. Accardi applies to published procedures that structure discretion, and that is what these are.

The government’s legal answer has three parts: the Public Guidance is “internal,” it lacks “the force and effect of law,” and Movants are not prejudiced because they “can still receive relief” by litigating. Opp. at 8–11. None withstand scrutiny.

First, the Public Guidance is not “internal.” It says so in its title. It was published to claimants, written to claimants (“What If I . . . Believe I Qualify for a Different Offer”), enclosed

⁹ “A fundamental norm of administrative procedure requires an agency to treat like cases alike,” and an agency “can be said to be at its most arbitrary” when it “treat[s] similar situations dissimilarly.” *Kirk v. Comm’r of Soc. Sec. Admin.*, 987 F.3d 314, 321 (4th Cir. 2021) (citations omitted); *Contractors Transp. Corp. v. United States*, 537 F.2d 1160, 1162 (4th Cir. 1976) (“Patently inconsistent application of agency standards to similar situations lacks rationality and is arbitrary.”). Rationales offered for the first time in litigation do not cure the defect. *Kirk*, 987 F.3d at 321.

with every offer letter, and designed to replace unfettered settlement discretion with a grid the government promised “will” produce similar offers for similar exposures. Public Guidance at 3.

Second, “force and effect of law” is not the test. The Fourth Circuit asks whether the policy was “intended primarily to confer important procedural benefits upon individuals in the face of otherwise unfettered discretion.” *Orellana v. Bondi*, 141 F.4th 560, 566 (4th Cir. 2025) (quoting *Am. Farm Lines v. Black Ball Freight Serv.*, 397 U.S. 532, 538–39 (1970)). The memorandum in *Orellana* failed that test because it was an internal operating procedure directing “administrative and clerical staff” how to code cases, and the decisions it governed were “not released to the parties or the public.” *Id.* at 565–67. The Public Guidance is the opposite. And *Orellana* says what follows: it reaffirms *Morton v. Ruiz*, 415 U.S. 199, 230–35 (1974), where the Supreme Court held an agency to its own publication requirement because that requirement “was intended to benefit potential beneficiaries,” and “invalidated the Bureau’s attempt to limit . . . benefits to otherwise eligible beneficiaries based on the unpublished eligibility requirement.” 141 F.4th at 566. Every rule the government invokes here is of that kind. The “deadline” for handing the government its own documents, the rule that litigation-track claimants get no reconsideration, and the thirty-day response window appear in no published document. They are unpublished eligibility requirements, and *Morton* forbids their use.¹⁰

Third, the prejudice is real. The offer letters say “another EO offer will not be made”; the guidance bars a later offer once suit is filed; and recovery outside the EO carries VA offset and the causation burden the EO waives. Public Guidance at 6–7; FAQ No. 1. For Marines who have waited four years for an offer, two of whom did not live to see one, that warning is not boilerplate.

¹⁰ That the government adopted the EO program voluntarily for litigation-track cases changes nothing. The Fourth Circuit held it “of no significance” that the procedures at issue were “more generous than the Constitution requires,” because an agency that adopts procedures “could not, so long as the Regulations remained unchanged, proceed without regard to them.” *United States v. Heffner*, 420 F.2d 809, 812 (4th Cir. 1969) (quoting *Service v. Dulles*, 354 U.S. 363, 388 (1957)).

III. The Court may inquire into a party's settlement conduct in cases before it, and the relief sought is narrow.

The government's remaining position is that a court may not examine how the United States conducts itself in settlement. Courts have rejected that position when DOJ has pressed it before. In *Schwartzman, Inc. v. ACF Indus., Inc.*, 167 F.R.D. 694 (D.N.M. 1996), an FTCA contamination case, the court called DOJ's contention that the court "lacks the authority to compel participation in a settlement effort" its "most distasteful argument," held that "[t]he United States is no less subject to these penalties than any private party," and ordered DOJ to participate in good faith and pay the other parties' expenses. *Id.* at 697–99; see *In re Stone*, 986 F.2d 898, 903 (5th Cir. 1993) (inherent power over settlement conferences "applies to the government as well as private litigants"). The reason is not only the Court's inherent authority but the government's own obligations. Its lawyers represent "a sovereignty whose obligation . . . is not that it shall win a case, but that justice shall be done," a principle that applies "with equal force to the government's civil lawyers." *Freeport-McMoRan Oil & Gas Co. v. FERC*, 962 F.2d 45, 47 (D.C. Cir. 1992) (quoting *Berger v. United States*, 295 U.S. 78, 88 (1935)).

Movants ask for less than *Schwartzman* ordered: a hearing at which the litigating party states the exposure dates and records behind determinations it made in cases pending before this Court, or a referral to the Settlement Masters to obtain the same. And since the Motion was filed, other claimants and their counsel have reported the same experience, which is one reason referral to the Settlement Masters would serve more than these six cases.

CONCLUSION

Asked six times whether these offers match its own records, the government has never said yes. Movants respectfully request that the Court set the Motion for hearing, or refer it to the Settlement Masters with a direction to report; order the United States to state in writing, for each

of the six Movants, the Date of First Exposure, Date of Last Exposure, and Days Absent it determined and the records on which it relied, and, for the Estate of Coon and Mr. Janovitch, the evidence it found insufficient; and grant such further relief as the Court deems just. The hearing requested here would resolve, for all six Movants, why the determinations departed from the EO guidance and the government's own records.

Respectfully submitted, this the ____ day of September, 2026.

/s/ James Z. Foster

James Z. Foster

NC Bar No. 60197

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Griffin, Kopp, Coon, and Janovitch*

CERTIFICATE OF SERVICE

I hereby certify that on this the ____ day of September, 2026, I electronically filed the foregoing Reply with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all counsel of record, including Lead Counsel, Co-Lead Counsel, and Liaison Counsel for the Plaintiffs' Leadership Group and counsel for the United States.

/s/ James Z. Foster

James Z. Foster

NC Bar No. 60197

*Counsel for Plaintiffs Metcalfe, Abrams,
Griffin, Kopp, Coon, and Janovitch*

Exhibit J

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September 24, 2026

VIA EMAIL (*clja.eo@usdoj.gov*; *Megan.Gaddy@usdoj.gov*)

Megan R. Gaddy, Trial Attorney
U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section
Washington, D.C. 20044

Re: **Acceptance of Elective Option Settlement Offers – *In re: Camp Lejeune Water Litigation*, No. 7:23-cv-897 (E.D.N.C.)**
 Larry W. Abrams v. United States, No. 7:24-cv-00982
 Beverly Champine, Individually and as Personal Representative of the Estate of Mark Kopp v. United States, No. 7:24-cv-00969
 Charles Metcalfe v. United States, No. 7:24-cv-00976

Dear Ms. Gaddy:

We write on behalf of the Plaintiffs in the three above-referenced cases, Larry Abrams, Beverly Champine (as Personal Representative of the Estate of Mark Kopp), and Charles Metcalfe (hereafter “Plaintiffs”), in response to the United States’ settlement offer letters dated August 28, 2026, and to accept the United States’ offers to settle these cases for the amounts consistent with the EO (i.e., \$300,000 for Larry Abrams, \$400,000 for the Estate of Mark Kopp, and \$300,000 for Charles Metcalfe), as consistent with the Camp Lejeune Justice Act Elective Option (“EO”) criteria.

Each of the three offer letters states that the United States “extends an offer to settle the above-referenced [CLJA] lawsuit consistent with the CLJA Elective Option” and that the amount offered is made “[c]onsistent with the EO.” Plaintiffs accept those offers for the amounts “consistent with the EO” as set forth in the Guidance documents appended to your email transmitting each offer.¹ As explained below, however, the dollar figure typed into each offer letter reflects a computational error in the Duration of Exposure category, and the amounts “consistent with the EO” for these three cases are \$300,000, \$400,000, and \$300,000, respectively.

¹ To be perfectly clear, our clients do *not* accept the miscalculated and erroneous amounts stated in the offer letters (\$150,000 for Mr. Abrams and Mr. Metcalfe; \$250,000 for the Estate of Mr. Kopp), which is not “consistent with the EO” criteria. Rather, they accept the amount “consistent with the EO,” which is \$300,000 for Mr. Abrams, \$400,000 for the Estate of Mr. Kopp, and \$300,000 for Mr. Metcalfe.

Each offer letter correctly identifies a Tier 1 Qualifying Injury (Kidney Cancer for Mr. Abrams and Mr. Kopp; Bladder Cancer for Mr. Metcalfe) and, in Mr. Kopp's case, correctly recognizes that the lawsuit relates to a death caused by the Qualifying Injury.² Each letter then states that the lawsuit relates to "a potential Duration of Exposure of 30-364 days" and applies the 30-to-364-day column of the Elective Option Grid. That is where the error and miscalculation lies. The relevant documentation establishes that each Plaintiff resided or worked at Camp Lejeune for more than one year, placing each claim in the "1 year to 5 years" column of the Grid.

Under the Public Guidance on Elective Option for Camp Lejeune Justice Act Claims (as amended January 16, 2024), which the United States enclosed with each offer letter, a Tier 1 Qualifying Injury with a Duration of Exposure of 1 year to 5 years corresponds to a settlement amount of \$300,000.00, and "claims that show a Qualifying Injury resulting in death will be offered an additional \$100,000." Applying the published Grid to the Qualifying Injury, exposure duration, and death status stated in the United States' own letters yields the following amounts:

Plaintiff / Case No.	Qualifying Injury	Death Claim	Amount Stated in Offer Letter	Amount Consistent with EO Grid
Larry W. Abrams No. 7:24-cv-00982	Kidney Cancer (Tier 1)	No	\$150,000.00	\$300,000.00
Beverly Champine, as PR of the Estate of Mark Kopp No. 7:24-cv-00969	Kidney Cancer (Tier 1)	Yes	\$250,000.00	\$400,000.00
Charles Metcalfe No. 7:24-cv-00976	Bladder Cancer (Tier 1)	No	\$150,000.00	\$300,000.00

We do not understand the United States to have exercised any discretion to depart from the Grid; the EO is, by design, a formulaic program under which "[c]laimants with similar exposures and injuries for which there is similar scientific evidence of causation will receive similar settlement offers," and each letter expressly frames the offer as one made "consistent with the EO." We therefore treat the "30-364 days" designation and the corresponding figures as, at best, a miscalculation

² The Public Guidance provides that, in addition to the Grid amount, "claims that show a Qualifying Injury resulting in death will be offered an additional \$100,000," such that "the maximum EO offer is \$550,000." Public Guidance on Elective Option for Camp Lejeune Justice Act Claims, at 3 (updated Jan. 16, 2024). The United States' offer letter in Mr. Kopp's case already applies that \$100,000 death adjustment; the only error is the Duration of Exposure column. Applying the correct column (\$300,000) plus the death adjustment (\$100,000) yields \$400,000.

rather than a substantive determination,³ and we accept, on behalf of each Plaintiff, the United States' offer to settle consistent with the EO in the amounts set out in the right-hand column above.⁴ This letter is submitted within the 30-day response period stated in the offer letters. For the avoidance of doubt, this letter is an acceptance of the United States' offers and a request that the figures stated in them be corrected; it is not a rejection or a counteroffer, and Plaintiffs do not relinquish their right to accept the offers as extended within the 30-day period should the United States take the position that no error was made.⁵

We respectfully request that the United States confirm the corrected settlement amounts and transmit revised Stipulations of Compromise Settlement and Release reflecting \$300,000.00 for Mr. Abrams, \$400,000.00 for the Estate of Mr. Kopp, and \$300,000.00 for Mr. Metcalfe. Upon receipt of the corrected documents, each Plaintiff will execute the Stipulation, Plaintiff Affirmation, and Judgment Fund payment information within 14 days, and will dismiss his or her Complaint with prejudice within 14 days of receipt of the settlement payment, as the offer letters contemplate. Should the United States wish to re-review the exposure documentation already in its possession, we will gladly re-transmit it upon request. If the United States disagrees with any aspect of the foregoing, please contact me immediately so that the matter can be resolved before the response deadline.

³ Or worse, a fraudulent attempt by the DOJ to induce our clients into accepting a lower offer amount that is not "consistent with the EO" framework as represented in each letter and contrary to the military records already in the United States' possession, custody or control.

⁴ Settlement offers and acceptances are construed under ordinary contract principles. *See Hensley v. Alcon Labs., Inc.*, 277 F.3d 535, 540 (4th Cir. 2002). Under those principles, an acceptance that requests a correction or change to the terms of an offer remains an acceptance unless it is made to depend on the offeror's assent to the change. Restatement (Second) of Contracts § 61 (1981); *Best Foam Fabricators, Inc. v. United States*, 38 Fed. Cl. 627 (1997) (applying § 61 against the United States; a change requested in the letter transmitting the offeree's acceptance did not convert the acceptance into a counteroffer). Nor does a request for correction terminate the offeree's power of acceptance where the offeree manifests an intention to preserve the offer. Restatement (Second) of Contracts §§ 38(2), 39(2); *see Butler v. Smithfield Foods, Inc.*, 179 F.R.D. 173, 175–76 (E.D.N.C. 1998) (where offer was open for a fixed period, offeree's intervening counteroffers did not terminate her power of acceptance, and her acceptance within that period was effective). And where the stated terms of an offer reflect a mistake in expression of which the offeree is aware, the contract is formed on the terms the offeror actually intended. Restatement (Second) of Contracts §§ 20(2), 201(2); *see also id.* § 155. Here, the offer letters define the offers as ones made "consistent with the EO," and the enclosed Guidance supplies the operative terms: a Tier 1 Qualifying Injury with a Duration of Exposure of one to five years is \$300,000, plus \$100,000 where the Qualifying Injury resulted in death. Public Guidance on Elective Option for Camp Lejeune Justice Act Claims, at 2–3 (updated Jan. 16, 2024).

⁵ Alternatively, in the event that the United States takes the position that no error or miscalculation was made with respect to the EO offers and that the \$150,000 and \$250,000 figures were properly calculated under the EO criteria/grid, then we respectfully ask the United States to clarify its offers by providing a computation for the time on base being between 30 and 364 days prior to the September 27 deadline so that our clients can consider the United States' position and review its math with our clients.

Thank you for your attention to this matter. We look forward to your prompt confirmation.

Sincerely,

/s/ James Z. Foster

James Z. Foster, Esq.
Foster Law LLC

Counsel for Plaintiffs

cc: Fob James IV, Esq. (*via email*)
Adam Bain, Esq. (*via email*)

Exhibit K

Subject: Re: CLJA Elective Option Eligibility Determination
Date: Friday, September 25, 2026 at 4:45:09 PM Central Daylight Time
From: James Foster
To: Gaddy, Megan (CIV), EO, CLJA (CIV)
CC: William Foster, Fob James IV
Attachments: image001.jpg, image002.jpg, image.jpeg

Can you please explain to us how you came up with those figures based on the public guidance document attached to the offer email?

From: Gaddy, Megan (CIV) <Megan.Gaddy@usdoj.gov>
Date: Friday, September 25, 2026 at 4:43 PM
To: James Foster <James@foster-law.com>; EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Cc: William Foster <william@foster-law.com>; Fob James IV <fob@fobjameslaw.com>
Subject: RE: CLJA Elective Option Eligibility Determination

Mr. Foster,

The offer of \$150,000 for Larry Abrams expires if not accepted by September 27, 2026. The offer of \$150,000 for Charles Metcalfe expires if not accepted by September 27, 2026. The offer of \$250,000 for Beverly Champine as personal representative of the Estate of Mark Kopp expires if not accepted by September 27, 2026. We hope this clarifies any confusion.

Best,
Megan

From: James Foster <James@foster-law.com>
Sent: Friday, September 25, 2026 4:41 PM
To: Gaddy, Megan (CIV) <Megan.Gaddy@usdoj.gov>; EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Cc: William Foster <william@foster-law.com>; Fob James IV <fob@fobjameslaw.com>
Subject: [EXTERNAL] Re: CLJA Elective Option Eligibility Determination

Ms. Gaddy,

I am not sure I understand your email. With respect to Larry Abrams, Charles Metcalfe, and Beverly Champine as the personal representative of the Estate of Mark Kopp, we accepted the correct amounts as "consistent with the EO" which is \$300,000 for Larry Abrams, \$400,000 for the Estate of Mark Kopp, and \$300,000 for Charles Metcalfe. If you are saying the other, lower numbers in the DOJ's letters were actually accurate, we have asked that you please provide us with your math explaining how the amounts were calculated so that our clients can consider it. Thank you.

James

--

James Foster
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Email: James@Foster-Law.com



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From: Gaddy, Megan (CIV) <Megan.Gaddy@usdoj.gov>
Date: Friday, September 25, 2026 at 2:55 PM
To: James Foster <James@foster-law.com>; EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Cc: William Foster <william@foster-law.com>; Fob James IV <fob@fobjameslaw.com>
Subject: RE: CLJA Elective Option Eligibility Determination

Mr. Foster,

We are in receipt of your letter sent on behalf of your clients Larry Abrams, Charles Metcalfe, and Beverly Champine as the personal representative of the Estate of Mark Kopp. The United States' EO offers made on August 28, 2026 to those Plaintiffs have not changed and expire if not accepted by September 27, 2026.

We are also in receipt of the acceptances noted in your email below regarding the Estate of Larry Nowak, the Estate of Bruce St. Cyr, Kevin Kern, the Estate of Bobby Price, and Rodney Edwards. Please return the executed settlement documents within 14 days.

Best,
Megan

From: James Foster <James@foster-law.com>
Sent: Friday, September 25, 2026 1:12 PM
To: Gaddy, Megan (CIV) <Megan.Gaddy@usdoj.gov>; EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Cc: William Foster <william@foster-law.com>; Fob James IV <fob@fobjameslaw.com>
Subject: [EXTERNAL] Re: CLJA Elective Option Eligibility Determination

Ms. Gaddy,

Please find attached correspondence on behalf of Larry Abrams, Charles Metcalfe, and the Estate of Mark Kopp.

In addition, the following claimants will accept the DOJ's EO offers as set forth below:

1. Estate of Larry Nowak — \$400,000 (accept)
2. Estate of Bruce St. Cyr — \$400,000 (accept)
3. Kevin Kern — \$300,000 (accept)
4. Estate of Bobby Price — \$250,000 (accept)
5. Rodney Edwards — \$150,000 (accept)

The remaining claimants are still considering the DOJ's pending EO offers and we will respond on their behalf with a decision prior to the September 27th deadline. Thank you.

Sincerely,

James

--

James Foster
Owner/Attorney
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From: Gaddy, Megan (CIV) <Megan.Gaddy@usdoj.gov>

Date: Friday, August 28, 2026 at 1:10 PM

To: James Foster <James@foster-law.com>; William Foster <william@foster-law.com>; Fob James IV <fob@fobjameslaw.com>

Cc: EO, CLJA (CIV) <CLJA.EO@usdoj.gov>

Subject: CLJA Elective Option Eligibility Determination

Dear Counsel:

Please find attached the United States' correspondence and attachments related to our

review of the substantiating documentation your firm provided for Elective Option consideration. If you have any questions, please let us know. We look forward to your response.

Best,
Megan



Megan R. Gaddy
Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section
Megan.gaddy@usdoj.gov

Exhibit L

Subject: Re: CLJA Cases – Request for Substantiating Records to Determine Eligibility for Elective Option Settlement
Date: Sunday, June 14, 2026 at 2:36:20 PM Central Daylight Time
From: James Foster
To: Tinch, Nancy (CIV)
CC: EO, CLJA (CIV), Fob James
Attachments: image001.jpg, image.jpeg

Ms. Tinch,

We have uploaded documents for several clients per the instructions you previously provided. For the others, we are still in the process of collecting supporting documentation (medical records, military records, etc.). Part of the problem is we don't have access to the housing records, but we are working with the PLG to get that resolved. I'm not sure if we will have everything collected by July 10th but will do our best to do so. Thank you for your patience.

--

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Email: James@Foster-Law.com



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From: Tinch, Nancy (CIV) <Nancy.Tinch@usdoj.gov>
Date: Wednesday, June 10, 2026 at 7:48 PM
To: James Foster <James@foster-law.com>
Cc: EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Subject: RE: CLJA Cases – Request for Substantiating Records to Determine Eligibility for Elective Option Settlement

Dear Counsel,

On May 11, 2026, the DOJ sent the below correspondence identifying the plaintiffs we understand to be your firm's clients who may be eligible under the Elective Option program. We are following up to remind you that the deadline to submit substantiating documents for these plaintiffs is July 10, 2026, 60 days after the date of the letter. Please submit this

information, if you have not already done so, in accordance with the instructions outlined in the earlier correspondence.

Best,
Nancy Tinch



Nancy Tinch

Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section
(202) 532-5990
nancy.tinch@usdoj.gov

From: Tinch, Nancy (CIV)
Sent: Monday, May 11, 2026 3:48 PM
To: james@foster-law.com
Cc: EO, CLJA (CIV) <CLJA.EO@usdoj.gov>
Subject: CLJA Cases – Request for Substantiating Records to Determine Eligibility for Elective Option Settlement

Dear Counsel:

Please see the attached correspondence. Please email clja.eo@usdoj.gov if you have any questions.

Best,
Nancy Tinch



Nancy Tinch

Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section
nancy.tinch@usdoj.gov

Exhibit M

Subject: RE: Salata, R (CLC-000358587) - EO Settlement Offer
Date: Friday, August 14, 2026 at 7:23:08 AM Central Daylight Time
From: Hochmuth, Kathryn F CIV USN (USA)
To: James Foster, Mitchell, Chelsea M CIV (USA)
CC: Jones, Jessica N CIV (USA), CLCU Settlements, Fob James IV, William Foster

Good morning,

Yes, you'll have 60 days to decide to accept/reject.

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
202-327-0352

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From: James Foster <James@foster-law.com>
Sent: Thursday, August 13, 2026 10:23 PM
To: Mitchell, Chelsea M CIV (USA) <chelsea.m.mitchell2.civ@us.navy.mil>
Cc: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements <CLCU_Settlements@us.navy.mil>; Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>
Subject: [Non-DoD Source] Re: Salata, R (CLC-000358587) - EO Settlement Offer

Okay so will we have 60 more days after the new offer is made?

—

James Z. Foster
Attorney
FOSTER LAW LLC
www.Foster-Law.com
(404) 800-0050 | Office
(919) 357-7224 | Cell

On Aug 13, 2026, at 9:05 PM, Mitchell, Chelsea M CIV (USA)
<chelsea.m.mitchell2.civ@us.navy.mil> wrote:

Good Evening,

This claim was resent to DOJ on July 10, 2026. They returned the approval on July 23rd, 2026. It is in line to have documents created and sent out. I do not have an exact time frame on when it will go out.

Chelsea Mitchell
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication Team/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Cell: (202) 327-0367

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From: James Foster <james@foster-law.com>
Sent: Thursday, August 13, 2026 8:05 PM
To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements <CLCU_Settlements@us.navy.mil>
Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>
Subject: [Non-DoD Source] Re: Salata, R (CLC-000358587) - EO Settlement Offer

Good evening,

Can someone please provide clarification on the status of this one? We requested reconsideration on July 1st but have not heard anything back yet. It's my understanding requesting reconsideration extends the deadline 60 days. Does that mean we have until August 30th to consider any new offer that comes in in-between now and August 30th? Just trying to understand the timeline here so I can explain the options to my client. Thank you.

James

--

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From: James Foster <James@foster-law.com>
Date: Wednesday, July 15, 2026 at 1:01 PM
To: Hochmuth, Kathryn F CIV USN (USA)
<kathryn.f.hochmuth.civ@us.navy.mil>; Jones, Jessica N CIV (USA)
<jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements
<CLCU_Settlements@us.navy.mil>
Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>
Subject: Re: Salata, R (CLC-000358587) - EO Settlement Offer

Okay great, thanks for confirming. It's really all over the place. Sometimes we'll get a response back the next day. Others we've been waiting for 6+ weeks with no response.

From: Hochmuth, Kathryn F CIV USN (USA)
<kathryn.f.hochmuth.civ@us.navy.mil>
Date: Wednesday, July 15, 2026 at 12:49 PM
To: James Foster <James@foster-law.com>; Jones, Jessica N CIV (USA)
<jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements
<CLCU_Settlements@us.navy.mil>
Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>

[law.com](#)>

Subject: RE: Salata, R (CLC-000358587) - EO Settlement Offer

Good afternoon,

Yes, these reflect the same dates. It's with DOJ now, so we'll reach out when we have results back. Just curious how long the records requests are taking these days?

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
202-327-0352

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From: James Foster <James@foster-law.com>
Sent: Tuesday, July 14, 2026 5:12 PM
To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements <CLCU_Settlements@us.navy.mil>
Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>
Subject: [Non-DoD Source] Re: Salata, R (CLC-000358587) - EO Settlement Offer

Kathryn,

We just got the attached records back from our Vet Recs request. I'm assuming this is what you already had access to but just wanted to make sure you had everything for the reconsideration. Thanks.

James

--

James Foster
Owner/Attorney
1201 West Peachtree St, NW
Suite 2300

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Direct: (404) 586-4442

Fax: (404) 493-2322

Cell: (919) 357-7224

Email: James@Foster-Law.com

<image001.jpg>

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From: James Foster <James@foster-law.com>

Date: Monday, July 6, 2026 at 3:29 PM

To: Hochmuth, Kathryn F CIV USN (USA)

<kathryn.f.hochmuth.civ@us.navy.mil>; Jones, Jessica N CIV (USA)

<jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements

<CLCU_Settlements@us.navy.mil>

Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>

Subject: Re: Salata, R (CLC-000358587) - EO Settlement Offer
Perfect. Thanks Kathryn.

--

James Foster

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<image001.jpg>

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From: Hochmuth, Kathryn F CIV USN (USA)

<kathryn.f.hochmuth.civ@us.navy.mil>

Date: Monday, July 6, 2026 at 3:24 PM

To: James Foster <James@foster-law.com>; Jones, Jessica N CIV (USA)

<jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements

<CLCU_Settlements@us.navy.mil>

Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>

Subject: RE: Salata, R (CLC-000358587) - EO Settlement Offer
Good afternoon,

I updated the claim with the information I found and discussed it with Chelsea, the assigned attorney. She will reach out to you if she needs anything, otherwise the claim will be sent over to DOJ for their review as a reconsideration.

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
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From: James Foster <James@foster-law.com>
Sent: Monday, July 6, 2026 3:51 PM
To: Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>; CLCU Settlements <CLCU_Settlements@us.navy.mil>
Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>
Subject: [Non-DoD Source] Re: Salata, R (CLC-000358587) - EO Settlement Offer

Jessica,

Following up on the below. Just making sure you don't need anything else from us for this one to be placed under reconsideration? We were told there is documentation showing more than 1 year of time on base at Camp Lejeune, so that's that basis for our request for reconsideration. Thank you again for your help on this.

James

--

James Foster
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Fax: (404) 493-2322
Cell: (919) 357-7224
Email: James@Foster-Law.com

<image001.jpg>

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From: James Foster <James@foster-law.com>

Date: Wednesday, July 1, 2026 at 9:49 AM

To: Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>;

'CLclaims@us.navy.mil' <clclaims@us.navy.mil>;

CLCU_Settlements@us.navy.mil <CLCU_Settlements@us.navy.mil>

Cc: Fob James IV <fob@fobjameslaw.com>; William Foster <william@foster-law.com>

Subject: Re: Salata, R (CLC-000358587) - EO Settlement Offer

Good morning,

Can we please request reconsideration of this offer? Thank you.

James

--

James Foster
Owner/Attorney
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Email: James@Foster-Law.com
<image001.jpg>

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From: Jones, Jessica N CIV (USA) <jessica.n.jones74.civ@us.navy.mil>

Date: Wednesday, June 10, 2026 at 6:27 PM

To: William Foster <william@foster-law.com>; James Foster <James@foster-law.com>

Subject: Salata, R (CLC-000358587) - EO Settlement Offer

Good evening,

This message serves to formally notify you that your claimant's application under the Camp Lejeune Justice Act has been approved for an EO settlement. We appreciate your cooperation throughout this process. The claimant has 60 days to accept the settlement offer.

Prompt retrieval of the settlement package is encouraged, as it has been securely transmitted via DOD Safe. **Please note that the link will remain valid for the next 7 days,** and the password to access the package is (all lowercase): [REDACTED]

Included in the settlement package are the following six documents:

1. Public Guidance (Amended) on Elective Option for Camp Lejeune Justice Act Claims
2. Stipulation of Compromise Settlement and Release
3. Claimant Affirmation
4. Judgment Fund Electronic Payment Information (and Addendum, if provided)
5. CLCU Administrative EO Settlement Offer Letter
6. Public Guidance on Elective Option FAQ

For all future correspondence, please direct communications to:

CLCU_Settlements@us.navy.mil

If you feel your question cannot be answered via email, please call (202) 327-0979 / 0349 / or 0996.

-----If accepted, please notify the CLCU_Settlements email so we can provide you with a DoD Safe Drop-off link where you will follow the instructions below -----

Please sign and date the documents provided where indicated, and ensure the entire document is scanned **individually as numbered below** and returned to us. Kindly avoid omitting any pages when scanning. Signatures may be provided electronically or in handwritten form.

Check the box beside "Encrypt every file (REQUIRED FOR CUI, PII, AND PHI)."

Check the box beside "Confirm that the files in this upload do NOT contain classified information. By checking this box, you are confirming that the files do not contain classified information and are aware that your organization will be held accountable for non-compliant data sent through the system."

1. Stipulation of Compromise Settlement and Release (**Unlocked to allow for additional signatures**)

2. Claimant Affirmation

3. Judgment Fund Electronic Payment Information (and Addendum, if provided)

Please email CLCU_Settlements@us.navy.mil with the password created so that we may download the documents.

- NOTE -

WE WILL NOT ACCEPT DOCUMENTS RETURNED IN ANY OTHER MANNER DUE TO THE SENSITIVITY OF THE INFORMATION CONTAINED THEREIN.

Should there be any questions or need for further clarification, please do not hesitate to reach out.

Sincerely,

Settlement Team
Camp Lejeune Claims Unit (CLCU)
Department of the Navy
Office of the Judge Advocate General

Exhibit N

Subject: RE: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer
Date: Tuesday, September 22, 2026 at 3:18:33 PM Central Daylight Time
From: Hochmuth, Kathryn F CIV USN (USA)
To: James Foster, Fob James IV
CC: CLCU Settlements
Attachments: image002.jpg, image003.png

Good afternoon,

No extensions to reconsideration requests can be granted, per DOJ policy. We will reissue the offer this week for your client to consider.

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
202-327-0352

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From: James Foster <James@foster-law.com>
Sent: Tuesday, September 22, 2026 12:52 PM
To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; Fob James IV <fob@fobjameslaw.com>
Subject: [Non-DoD Source] Re: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

If not, can you please just go ahead and formally re-issue the offer so that our client can either accept or decline?

From: James Foster <James@foster-law.com>
Date: Monday, September 21, 2026 at 10:48 AM
To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; Fob James IV <fob@fobjameslaw.com>
Subject: Re: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

Kathryn,

We still have not received a response back from our NPRC request for Mr. O'Malley's military records. We need to confirm the chronological record of service to ensure the current offer is for the correct amount. I have it on the calendar as October 3rd to respond to the offer. Can we please have an additional extension to respond? Alternatively, if you're able to get the records faster than we can, that would be perfectly fine with us. Please let me know either way. Thank you.

--

James Foster
Owner/Attorney
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Direct: (404) 586-4442
Fax: (404) 493-2322
Cell: (919) 357-7224
Email: James@Foster-Law.com



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From: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>
Date: Wednesday, August 5, 2026 at 3:50 PM
To: Fob James IV <fob@fobjameslaw.com>; James Foster <James@foster-law.com>
Subject: RE: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

Good afternoon,

Here is the standard reconsideration language for recordkeeping purposes. I've already logged your request.

"We want to confirm that the claimant does have the right to request this reconsideration. Once requested, you will have 60 days to provide us with additional documentation to support the review.

It's important to understand that by requesting the reconsideration, the current offer is considered revoked. No new offer will be available until the reconsideration process is completed. Once finalized, the outcome could result in a higher offer, the same offer, a lower offer, or, in some instances, no offer at all if it's determined that the claimant does

not meet the criteria for an EO offer. Any new offer will be based entirely on the findings from the reconsideration process.”

Please let me know if you have any questions about the process. I’ll await your notification that new documents are uploaded for review or, in the alternative, that we are approaching the deadline and documents have still not be sent to you.

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
202-327-0352

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From: Hochmuth, Kathryn F CIV USN (USA)
Sent: Tuesday, August 4, 2026 4:58 PM
To: 'Fob James IV' <fob@fobjameslaw.com>; James Foster <James@foster-law.com>
Subject: RE: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

When you request reconsideration, that starts a new 60-day deadline, so counting from today you have 60 additional days.

Kathryn Hochmuth
Attorney Advisor
Camp Lejeune Claims Unit (Adjudication/Settlements)
Office of the Judge Advocate General
U.S. Department of the Navy
Kathryn.f.hochmuth.civ@us.navy.mil
202-327-0352

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From: Fob James IV <fob@fobjameslaw.com>

Sent: Tuesday, August 4, 2026 4:57 PM

To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>; James Foster <James@foster-law.com>

Subject: [Non-DoD Source] RE: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

Good afternoon. It is our understanding the 60-day deadline is coming up on this Friday, August 7, 2026, so we would like confirmation of an extension. My co-counsel, James Foster, spoke with someone who said a 60 day extension would not be a problem.

Fob H. James, IV – Attorney



birmingham office

2226 1st Avenue South, Suite 105

Birmingham, Alabama 35233

Office: 205.407.6009

Fax: 866.837.1010

Email: Fob@FobJamesLaw.com

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From: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>

Sent: Tuesday, August 4, 2026 3:53 PM

To: James Foster <James@foster-law.com>

Cc: Fob James IV <fob@fobjameslaw.com>

Subject: RE: Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

When we get closer to the 60-day deadline, let's see if they have sent you what you need. If not, we can discuss what options we have.

Kathryn Hochmuth

Attorney Advisor

Camp Lejeune Claims Unit (Adjudication/Settlements)

Office of the Judge Advocate General

U.S. Department of the Navy

Kathryn.f.hochmuth.civ@us.navy.mil

202-327-0352

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From: James Foster <James@foster-law.com>

Sent: Tuesday, August 4, 2026 4:16 PM

To: Hochmuth, Kathryn F CIV USN (USA) <kathryn.f.hochmuth.civ@us.navy.mil>

Cc: Fob James IV <fob@fobjameslaw.com>

Subject: [Non-DoD Source] Reconsideration for L. O'Malley CLC-000454827 Elective Option Settlement Offer

Ms. Hochmuth,

For some reason it's not letting me respond to the email you just sent, so I'm starting a new email chain. We requested Mr. O'Malley's military records from NPRC back in early June and have still not received a response from the government. Without the chronological record of service we've been unable to verify his exposure period for purposes of the elective option offer since Mr. O'Malley is now deceased. It was my understanding that requesting reconsideration would allow us 60 additional days to hopefully obtain those records from NPRC.

Alternatively, if the DOJ/JAG is able to obtain the chronological record of service for Mr. O'Malley, that would help give our client the information she needs to evaluate the offer. Can you please let us know if that would be possible?

Thank you for your assistance with this.

James

--

James Foster

Owner/Attorney

1201 West Peachtree St, NW

Suite 2300

Atlanta, GA 30309

www.Foster-Law.com

Office: (404) 800-0050

Direct: (404) 586-4442

Fax: (404) 493-2322

Cell: (919) 357-7224

Email: James@Foster-Law.com



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Exhibit O



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan R. Gaddy, Trial Attorney
Email: clja.eo@usdoj.gov

May 11, 2026

VIA EMAIL

James Z. Foster
Foster Law LLC
1201 West Peachtree St. NW, Ste. 2300
Atlanta, GA 30309
james@foster-law.com

Re: *Camp Lejeune Justice Act Litigation Cases – Request for Substantiating Records to Determine Eligibility for Elective Option Settlement*

Counsel:

We are writing to inform you that the United States Department of Justice (DOJ) is now considering Plaintiffs with pending litigation cases filed pursuant to the Camp Lejeune Justice Act for possible early settlement under the Elective Option (EO) framework. The DOJ's consideration now includes Plaintiffs who filed their initial complaint after October 6, 2023. Attached to this letter is (1) the Public Guidance on Elective Option for Camp Lejeune Justice Act Claims, dated September 15, 2023, and (2) the Frequently Asked Questions on Elective Option for Camp Lejeune Justice Act Claims, dated January 21, 2025. **These documents describe in detail the requirements for EO eligibility.** Notably, qualifying injuries under the EO include:

Kidney Cancer	Multiple Myeloma
Liver Cancer	Parkinson's Disease
Non-Hodgkin's Lymphoma	Kidney Disease/End Stage Renal Disease
Leukemia	Systemic Sclerosis/Systemic Scleroderma
Bladder Cancer	

Additionally, to be considered for settlement under the EO, the earliest date of diagnosis or treatment of the qualifying injury must be 1) **no later than August 10, 2022**, and 2) within latency (meaning **not less than two (2) years** after the Plaintiff's first exposure and **not greater than thirty-five (35) years** after the Plaintiff's last exposure).

The DOJ has performed an initial review of all Plaintiffs who filed their complaint after October 6, 2023. The DOJ has identified that the following Plaintiffs, who we understand to be your clients, are potentially eligible under the EO:

George Isherwood Jr 7:24-cv-01016



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan R. Gaddy, Trial Attorney
Email: clja.eo@usdoj.gov

Herrick Lord	7:24-cv-01034
Steven Janovitch	7:24-cv-00919
Theodore Golden	7:24-cv-00959
Charles Metcalfe	7:24-cv-00976
Timothy Coon	7:24-cv-00978
David Thompson	7:23-cv-01633
Richard Eanes	7:24-cv-00958
William Walker Jr	7:24-cv-00965
Paul Sullivan	7:24-cv-00998
Rodney Edwards	7:24-cv-00972
Jerry Cox	7:24-cv-00962
Tony Griffin	7:24-cv-00973
Larry Abrams	7:24-cv-00982
Mwende D Tiye	7:24-cv-00983
Mark Kopp	7:24-cv-00969
Kurt Fetzer	7:24-cv-00971
Bruce St.Cyr	7:24-cv-01015
Larry Nowak	7:24-cv-00920
Jeffrey Udden	7:24-cv-00963
Thomas Kutka	7:23-cv-01652
Sheila Leach	7:23-cv-01651
William Eubank III	7:24-cv-00970
Burton McPherson	7:24-cv-01013
Calvin White II	7:24-cv-00979
Michael Milburn	7:24-cv-00585
John Rajotte	7:24-cv-01019
Irving Benton	7:24-cv-01018



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan R. Gaddy, Trial Attorney
Email: clja.eo@usdoj.gov

James Nabors	7:24-cv-00839
Christopher Reynolds	7:24-cv-00994
Lemuel Jones Jr	7:24-cv-01030
William Adams Jr	7:24-cv-01000
Charles Martin	7:24-cv-00993
Thomas Hughes	7:24-cv-00252
Troit Stowe	7:23-cv-01650
Sandra Brack	7:24-cv-00311
Anthony Travis	7:23-cv-01639
Anselm Dyer	7:23-cv-01638
Robert Danko	7:23-cv-01648
Barbara Gromme	7:24-cv-01012
Sally Wilson	7:24-cv-01031
Bobby Ray Price	7:24-cv-01014
Garry Watkins	7:24-cv-00995
Robert Stevens	7:24-cv-00247
Roy Dixon	7:24-cv-00454
Gregory Farmer	7:24-cv-01033
Kevin Kern	7:24-cv-00996
Frank Stabile	7:24-cv-00980
Glen Ripley	7:23-cv-01641
Robert M Smith	7:24-cv-00984
Juanita Slater	7:24-cv-00966
Kathleen Bashline	7:24-cv-01029
Darrell Port	7:24-cv-00961
Mark Kapping	7:24-cv-00918
Ralph Long Jr	7:24-cv-00999



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan R. Gaddy, Trial Attorney
Email: clja.eo@usdoj.gov

Alesia Wilson	7:24-cv-00956
Samuel Esparza	7:24-cv-00985
Charles Ackenbom	7:23-cv-01632
Jefferson Bellamy	7:24-cv-00981
Patrick Marmion	7:23-cv-01647
Troy Wilder	7:24-cv-00960

To facilitate an efficient review of the above-referenced cases, we invite your firm to send the DOJ substantiating documents that demonstrate your clients' eligibility for an EO settlement offer. The deadline to submit substantiating documents for the DOJ's review is **sixty (60) days** after the date of this letter. If we do not receive a substantiation packet for your client by the stated deadline, we will presume that your client is unable to substantiate EO eligibility or that your client is not interested in being considered for an EO settlement. Instructions for submitting substantiating documents are attached.

Lastly, if your firm no longer represents any of the above Plaintiffs, please let us know so that we can redirect our correspondence appropriately. If you have any questions, please reach out to our team at clja.eo@usdoj.gov.

Best Regards,

/s/ Megan R. Gaddy
Megan R. Gaddy
Trial Attorney
U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Instructions for Creating EO Substantiating Packets

To ensure an efficient review of each potentially EO-eligible Plaintiff, DOJ recommends submitting substantiating documents in accordance with the information below. Failure to provide all the requested information will result in delays and/or the Department's inability to review the case for EO eligibility.

1. Please submit one (1) PDF packet per case. The PDF packet should be named as follows:
"[Case Number]_[Plaintiff Last Name, First Name]_EO Substantiating Packet."
2. Each PDF packet should contain a Cover Page with the following information:
 - Plaintiff's Full Name and Date of Birth
 - Case Number
 - Law Firm(s) Representing Plaintiff
 - Administrative Claim Number, Perfection Date: MM/DD/YYYY
 - Injured Party: [Plaintiff/Name of Decedent/etc.]
 - Injured Party Status: [Servicemember, Civilian Dependent, Civilian Employee, Other]
 - If Applicable, Name of Connected Servicemember
 - EO Qualifying Injury Claimed
 - Date Of Diagnosis or Treatment of EO Qualifying Injury
 - Duration of Exposure
 - Date of First Exposure at Camp Lejeune in MM/DD/YYYY Format
 - Date of Last Exposure at Camp Lejeune in MM/DD/YYYY Format
 - Periods of Absence from Camp Lejeune
 - Total Days of Exposure
 - If Applicable, Whether There is a Death Benefit Request
 - Name of Court Appointed Estate Representative¹

¹ Please do not submit a packet if an estate has not been established for decedent, if an estate representative has not been appointed, or if the estate representative has not been substituted as a proper party. An EO offer cannot be



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

3. The remaining pages of the PDF packet should contain individual records divided into the following three (3) substantive sections with key information prominently highlighted:
 - a. Section 1: Qualifying Injury and Diagnosis Date Information
 - b. Section 2: Camp Lejeune Exposure Information and Supporting Familial Documentation (if applicable)
 - i. Plaintiffs seeking to establish duration of exposure based on the service or employment of a family member must provide the DOJ with documents that establish the familial relationship (e.g., birth certificate and/or marriage certificate).
 - ii. Plaintiffs seeking to establish duration of exposure based on the residence with a servicemember or civilian employee must provide proof that they resided with the servicemember or civilian employee (e.g., a record establishing that the servicemember or civilian employee lived in family housing at Camp Lejeune).
 - c. Section 3: Death Benefit Substantiation (if applicable)

As a reminder, private records included in the PDF package should be signed or certified by a medical doctor or records custodian (i.e., certified copies). This requirement does not apply to government records. Please read the attached EO Guidance Documents for more details about EO substantiation.

Information on how to obtain government records from the National Archives and Records Administration (NARA) and the Department of Veterans Affairs (VA) can be found at <https://www.justice.gov/civil/camp-lejeune-justice-act-claims>.

Instructions for Submitting EO Substantiating Packets to DOJ

accepted in applicable litigation cases lacking these prerequisites and the submission of a packet to the Department of Justice without these prerequisites will cause unnecessary delays in the offer evaluation process.



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

To ensure a secure transfer of documents, the DOJ will facilitate file transfer through the DOJ's Justice Enterprise File Sharing System (JEFS).

1. Before submitting an EO Substantiating Packet, please ensure that an EO JEFS Folder has been set up for your firm.
 - a. To initiate this process, please email CLJA.EO@usdoj.gov with the subject line "[Law Firm] - EO JEFS Folder Upload."
 - b. In your email, please provide the email addresses of the law firm's points-of-contact (POCs) that should be granted permission to the firm's JEFS folder.
 - c. A JEFS folder for your law firm will be created and the law firm POCs will be notified.
2. Once an EO JEFS folder has been set up for your firm, your firm's POCs may begin uploading client substantiating packets to the folder for the DOJ's review.
3. Immediately after upload, please notify DOJ, via the same email chain to CLJA.EO@usdoj.gov, with a list the clients for whom a substantiation packet has been uploaded and the date of the upload. The DOJ recommends uploading Substantiating Packets in bulk and at regular intervals to reduce email traffic.

Exhibit P



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan Gaddy, Trial Attorney
Telephone: 202-856-6977
Email: Megan.Gaddy@usdoj.gov

VIA EMAIL

August 28, 2026

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Re: Charles Metcalfe v. United States – Settlement Offer
Case No.: 7:24-cv-00976

Dear Counsel:

The United States hereby extends an offer to settle the above-referenced Camp Lejeune Justice Act of 2022 (“CLJA”) lawsuit consistent with the CLJA Elective Option (“EO”). The EO allows claimants to resolve CLJA claims more quickly and more efficiently than in litigation, which might otherwise require resolution of uncertain legal and factual issues through potentially burdensome discovery, motions practice, and bellwether trials.

This lawsuit relates to a Qualifying Injury of Bladder Cancer with a potential Duration of Exposure of 30-364 days. This lawsuit does not relate to a death caused by the Qualifying Injury. Consistent with the EO, the United States offers \$150,000.00 for settlement of all claims associated with this lawsuit.

Please respond in writing to clja.eo@usdoj.gov within **30 days** to accept or decline this offer. If we do not hear from you within 30 days from the date of this letter, **this offer is considered declined and another EO offer will not be made.**

If this offer is accepted, the plaintiff shall within **14 days** of acceptance execute the attached documents, which are necessary to release any and all claims against the United States related to exposure to contaminated water at Camp Lejeune and for payment of the settlement from the Judgment Fund. Please note that, pursuant to the Stipulation of Compromise Settlement and Release, your client must also dismiss the Complaint with prejudice within 14 days of receipt of your EO settlement payment.

Thank you for your consideration and we look forward to hearing from you.

Best Regards,

/s/ Megan Gaddy

Megan Gaddy

Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section

Enclosures:

Public Guidance on Elective Option for Camp Lejeune Justice Act Claims (amended)
Stipulation of Compromise Settlement and Release
Plaintiff Affirmation
Judgment Fund Electronic Payment Information

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:	)	
	)	
CAMP LEJEUNE WATER LITIGATION	)	STIPULATION OF COMPROMISE
	)	SETTLEMENT AND RELEASE OF
	)	CAMP LEJEUNE JUSTICE ACT OF
	)	2022 CLAIMS PURSUANT TO
	)	28 U.S.C. § 2677
	)	
	)	
This document relates to:	)	
<i>Charles Metcalfe v. United States</i>	)	Case No.: 7:24-cv-00976

It is hereby stipulated by and between the undersigned Plaintiff(s) (meaning any person, other than the defendant and the attorneys, signing this Stipulation of Compromise Settlement and Release, whether or not a party to the above-captioned action, including Charles Metcalfe), and the United States of America (collectively, the “Parties”), by and through their respective attorneys, as follows:

1. The Parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action, e.g., related to the contaminated water at Camp Lejeune, under the terms and conditions set forth in this Stipulation of Compromise Settlement and Release.

2. The United States agrees to pay the sum of \$150,000.00 hereinafter (“Settlement Amount”), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement,

including any claims for wrongful death, for which Plaintiff(s) or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States, its agents, servants, and employees.

3. Plaintiff(s) and their guardians, heirs, executors, administrators or assigns hereby agree to accept the Settlement Amount in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff(s) and their guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify, and hold harmless the United States, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff(s) or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. None of the foregoing shall be read to affect Plaintiff(s)' rights to any disability award, payment, or benefit already provided under any program under the laws administered by the Secretary of Veterans Affairs. Nor shall any of the foregoing be read to affect Plaintiff(s)' future rights to apply for or receive any disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs. The Department of Veterans Affairs shall not assert a lien or offset under the Camp Lejeune Justice Act of 2022 (Pub.

L. No. 117-168, 136 Stat. 1759, 1803, § 804(e)(2) (2022)) over the settlement amount for any past or future disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs.

5. Plaintiff(s) shall be solely responsible for full compliance with all applicable Federal, State, and local tax requirements. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance upon any representation by the United States as to tax consequences, and Plaintiff(s) are responsible for the payment of all taxes that may be associated with this settlement. Further, nothing in this Stipulation of Compromise Settlement and Release waives or modifies Federal, State, or local laws pertaining to taxes, offsets, levies, and liens that may apply to this Stipulation of Compromise Settlement and Release or the Settlement Amount proceeds, except as expressly identified in Paragraph 4. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance on any representation by Defendant as to the application of any such law, except as expressly identified in Paragraph 4. Plaintiff(s), on behalf of themselves and their guardians, heirs, executors, administrators, assigns, subrogees, predecessors in interest, and successors in interest, understand and agree that this transaction may be reported to the Internal Revenue Service and other government agencies in the ordinary course of the business of the United States and may be subject to offset pursuant to the Treasury Offset Program. Nothing in this Stipulation of Compromise Settlement and Release shall affect the United States' right of offset or levy for the purpose of collecting delinquent debts owed to the United States or to a State, if any, including but not limited to the collection of debts under 31 U.S.C. § 3716 and 26 U.S.C. § 6331.

6. This Stipulation of Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable

to Plaintiff(s). This settlement is entered into by all Parties for the purpose of compromising disputed claims under the Camp Lejeune Justice Act of 2022 (Pub. L. No. 117-168, 136 Stat. 1759, 1802–04, § 804 (2022)) and for the purpose of avoiding unnecessary expenses and risks of further litigation.

7. It is also agreed, by and among the Parties, that the respective Parties will each bear his or her own costs, fees, and expenses. Any attorneys' fees, including any common benefit fund costs or fees, owed by Plaintiff(s) will be paid out of the settlement amount and not in addition thereto. Any dispute related to the division of the settlement amount between Plaintiff(s), Plaintiff(s)' attorneys, and any other person, shall in no way affect the validity of this Stipulation of Compromise Settlement and Release.

8. It is also understood by and among the Parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with the above-captioned action shall not exceed twenty-five percent (25%) of the amount of the compromise settlement.

9. The persons signing this Stipulation of Compromise Settlement and Release agree that this Stipulation of Compromise Settlement and Release is based upon the truthful representations set forth in the attached Plaintiff Affirmation (Attachment A), including the nature of the injury alleged, the date of diagnosis or treatment, the dates of residence or work at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River, the duration of any absences during that period, and whether the injury caused or contributed to death.

10. The persons signing this Stipulation of Compromise Settlement and Release warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any Plaintiff is a minor or a legally incompetent adult, such Plaintiff must obtain Court approval of the settlement at their expense. Plaintiff(s) agree

to obtain such approval, if necessary, in a timely manner, time being of the essence. Plaintiff(s) further agree that the United States may void this settlement at its option in the event such approval, if necessary, is not obtained in a timely manner. In the event Plaintiff(s) fail to obtain such Court approval, the entire Stipulation of Compromise Settlement and Release and the compromise settlement are null and void, and Plaintiff will not receive another offer under the Camp Lejeune Justice Act of 2022 “Elective Option” program.

11. The Parties agree that within fourteen (14) days after counsel for the United States receives (1) this Stipulation of Compromise Settlement and Release signed by all Parties to said document; (2) the Social Security numbers or tax identification numbers of Plaintiff(s) and Plaintiff(s)’ attorneys and other information required for processing payment; and, if applicable, (3) Order(s) approving the settlement, and authorizing an individual or entity to sign, on behalf of any minor or legally incapacitated adult, counsel for the United States will submit a request to the United States Treasury, requesting an electronic funds transfer (“EFT”) for the Settlement Amount, made payable to the “_____ IOLTA Account.”

12. The Parties agree that within fourteen (14) days after receiving the payment described in Paragraph 11, Plaintiff(s) shall dismiss the above-captioned action with prejudice.

13. The Parties understand that federal law may prohibit assignment of claims made against the United States, 31 U.S.C. § 3727, and that the payment of the settlement amount described above will be made to Plaintiff(s), Plaintiff(s)’ personal representatives, or Plaintiff(s) attorneys. If payment is made to Plaintiff(s)’ attorneys, then Plaintiff(s) attorneys agree to distribute the settlement proceeds to Plaintiff(s), with each Party bearing its own fees, costs, and expenses.

14. The Parties agree that this Stipulation of Compromise Settlement and Release,

including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff(s) expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b). The Parties further agree that the United States shall be authorized to report the settlement, including the names of the Plaintiff(s), the names of the deceased individuals represented by Plaintiff(s), and the names of Plaintiff(s)' attorneys, in a manner consistent with 28 U.S.C. § 530D.

15. Plaintiff(s) represent that they have read, reviewed, and understand this Stipulation of Compromise Settlement and Release, and that they are fully authorized to enter into the terms and conditions of this agreement and that they agree to be bound thereby. Plaintiff(s) further acknowledge that they enter into this Stipulation of Compromise Settlement and Release freely and voluntarily. Plaintiff(s), if represented by an attorney, further acknowledge that they have had a sufficient opportunity to discuss this Stipulation of Compromise Settlement and Release with their attorney, who has explained the documents to Plaintiff(s) and that Plaintiff(s) understand all of the terms and conditions of this Stipulation of Compromise Settlement and Release.

16. Any dispute regarding this Stipulation of Compromise Settlement and Release shall be venued in the United States District Court for the Eastern District of North Carolina.

17. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neutral gender includes the masculine and the feminine.

18. It is contemplated that this Stipulation of Compromise Settlement and Release may be executed in several counterparts, with a separate signature page for each Party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this _____ day of _____, 2026.

STANLEY E. WOODWARD, JR.
Associate Attorney General

JONATHAN GUYNN
Deputy Assistant Attorney General
Torts Branch, Civil Division

BRIDGET BAILEY LIPSCOMB
Chief, Camp Lejeune Justice Act Section
Torts Branch, Civil Division

ADAM BAIN
Chief Litigation Counsel
Camp Lejeune Justice Act Section
U.S. Department of Justice
P.O. Box 340, Ben Franklin Station
Washington, D.C. 20044
E-mail: adam.bain@usdoj.gov
Telephone: (202) 616-4209

MEGAN GADDY
Trial Attorney, Torts Branch
Camp Lejeune Justice Act Section

Counsel for Defendant United States of America

Executed this _____ day of _____, 2026.

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Attorney for Plaintiff

Executed this _____ day of _____, 2026.

Charles Metcalfe
Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:

CAMP LEJEUNE WATER LITIGATION

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**PLAINTIFF AFFIRMATION FOR
INDIVIDUAL CLAIMS**

This document relates to:

Charles Metcalfe v. United States

Case No.: 7:24-cv-00976

1. I, Charles Metcalfe, am an individual who experienced harm caused by exposure to water at Camp Lejeune.
2. I have been diagnosed with or treated for Bladder Cancer.
3. The injury described in Paragraph 2 was diagnosed or treated as early as December 31, 2012.
4. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as early as May 29, 1987.
5. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as recently as December 31, 1987.
6. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River for at least 30 days.
7. I have not submitted another claim for payment under the Camp Lejeune Justice Act of 2022 and do not know of any other Camp Lejeune Justice Act claim(s) submitted on my behalf arising from this same set of facts.
8. I understand that false statements made herein and/or claims made in connection with the

attached Stipulation of Compromise Settlement and Release may result in fines, imprisonment, and/or any other remedy available by law to the United States, including as provided in 18 U.S.C. § 1001. I also understand that claims that appear to be potentially fraudulent or to contain false information will be forwarded to Federal, State, and local law enforcement authorities for possible investigation and prosecution.

9. I understand that if I used an attorney that is different from the one who is currently representing me regarding my claim and/or this settlement, I may still be obligated to pay all the attorney's fees and expenses required by the prior or other arrangement and that the prior or other attorney may be able to file a lawsuit against me to recover those fees and expenses.
10. I understand that the United States may provide information regarding this matter to a former attorney, or another attorney retained by me for this matter.
11. I understand that signing the Stipulation of Compromise Settlement and Release does not relieve me of any legal obligations relating to attorneys' fees under any retainer agreements and applicable law including 28 U.S.C. § 2678.
12. I certify that the information herein and/or supporting the attached Stipulation of Compromise Settlement and Release is true and accurate to the best of my knowledge, and I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Signed by: _____

Charles Metcalfe

Judgment Fund Electronic Payment Information

All information must be completed, and incomplete or incorrect information will delay payment of the settlement amount.

Please provide the following information to facilitate payment of the settlement amount:

Plaintiff Name(s):

Social Security Number(s):

Is plaintiff represented by counsel? (Y/N)

Name of Counsel:

Name of Law Firm:

Payment of the settlement amount will be made by government ACH transfer as per the following:

Name of Account:

Account Number:

ABA Routing Number:

Account Type (checking/savings):

Name of Financial Institution:

Street Address of Financial Institution:

City, State, and Zip Code of Financial Institution:

Judgment Fund Electronic Payment Information
Persons Entitled to Payment Addendum
Only fill out this form if Claimant is deceased.

Personal Representative or Executor/trix of the estate and Estate's EIN (if applicable, please provide letters testamentary):

Surviving spouse name and Social Security Number:

Surviving children and surviving stepchildren name(s) and Social Security Number(s):
Please indicate if any children are minors

Surviving parent name(s) and Social Security Number(s):

Surviving grandparent name(s) and Social Security Number(s):

Surviving sibling names(s) and Social Security Number(s):

Those persons responsible for furnishing hospitalization services, funeral services (if different /additional than above listed):

Any other beneficiary not listed name(s) and Social Security Number(s)

I hereby attest that the information contained herein is true and accurate to the best of my knowledge and belief, based on reasonable research and inquiry conducted in connection with this matter.

Attorney Signature

Date

Personal Representative Signature

Date

Exhibit Q



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan Gaddy, Trial Attorney
Telephone: 202-856-6977
Email: Megan.Gaddy@usdoj.gov

VIA EMAIL

August 28, 2026

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Re: Larry W Abrams v. United States – Settlement Offer
Case No.: 7:24-cv-00982

Dear Counsel:

The United States hereby extends an offer to settle the above-referenced Camp Lejeune Justice Act of 2022 (“CLJA”) lawsuit consistent with the CLJA Elective Option (“EO”). The EO allows claimants to resolve CLJA claims more quickly and more efficiently than in litigation, which might otherwise require resolution of uncertain legal and factual issues through potentially burdensome discovery, motions practice, and bellwether trials.

This lawsuit relates to a Qualifying Injury of Kidney Cancer with a potential Duration of Exposure of 30-364 days. This lawsuit does not relate to a death caused by the Qualifying Injury. Consistent with the EO, the United States offers \$150,000.00 for settlement of all claims associated with this lawsuit.

Please respond in writing to clja.eo@usdoj.gov within **30 days** to accept or decline this offer. If we do not hear from you within 30 days from the date of this letter, **this offer is considered declined and another EO offer will not be made.**

If this offer is accepted, the plaintiff shall within **14 days** of acceptance execute the attached documents, which are necessary to release any and all claims against the United States related to exposure to contaminated water at Camp Lejeune and for payment of the settlement from the Judgment Fund. Please note that, pursuant to the Stipulation of Compromise Settlement and Release, your client must also dismiss the Complaint with prejudice within 14 days of receipt of your EO settlement payment.

Thank you for your consideration and we look forward to hearing from you.

Best Regards,

/s/ Megan Gaddy

Megan Gaddy
Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section

Enclosures:

Public Guidance on Elective Option for Camp Lejeune Justice Act Claims (amended)
Stipulation of Compromise Settlement and Release
Plaintiff Affirmation
Judgment Fund Electronic Payment Information

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:	)	
	)	
CAMP LEJEUNE WATER LITIGATION	)	STIPULATION OF COMPROMISE
	)	SETTLEMENT AND RELEASE OF
	)	CAMP LEJEUNE JUSTICE ACT OF
	)	2022 CLAIMS PURSUANT TO
	)	28 U.S.C. § 2677
	)	
	)	
This document relates to:	)	
<i>Larry W. Abrams v. United States</i>	)	Case No.: 7:24-cv-00982

It is hereby stipulated by and between the undersigned Plaintiff(s) (meaning any person, other than the defendant and the attorneys, signing this Stipulation of Compromise Settlement and Release, whether or not a party to the above-captioned action, including Larry W. Abrams), and the United States of America (collectively, the “Parties”), by and through their respective attorneys, as follows:

1. The Parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action, e.g., related to the contaminated water at Camp Lejeune, under the terms and conditions set forth in this Stipulation of Compromise Settlement and Release.

2. The United States agrees to pay the sum of \$150,000.00 hereinafter (“Settlement Amount”), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement,

including any claims for wrongful death, for which Plaintiff(s) or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States, its agents, servants, and employees.

3. Plaintiff(s) and their guardians, heirs, executors, administrators or assigns hereby agree to accept the Settlement Amount in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff(s) and their guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify, and hold harmless the United States, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff(s) or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. None of the foregoing shall be read to affect Plaintiff(s)' rights to any disability award, payment, or benefit already provided under any program under the laws administered by the Secretary of Veterans Affairs. Nor shall any of the foregoing be read to affect Plaintiff(s)' future rights to apply for or receive any disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs. The Department of Veterans Affairs shall not assert a lien or offset under the Camp Lejeune Justice Act of 2022 (Pub.

L. No. 117-168, 136 Stat. 1759, 1803, § 804(e)(2) (2022)) over the settlement amount for any past or future disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs.

5. Plaintiff(s) shall be solely responsible for full compliance with all applicable Federal, State, and local tax requirements. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance upon any representation by the United States as to tax consequences, and Plaintiff(s) are responsible for the payment of all taxes that may be associated with this settlement. Further, nothing in this Stipulation of Compromise Settlement and Release waives or modifies Federal, State, or local laws pertaining to taxes, offsets, levies, and liens that may apply to this Stipulation of Compromise Settlement and Release or the Settlement Amount proceeds, except as expressly identified in Paragraph 4. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance on any representation by Defendant as to the application of any such law, except as expressly identified in Paragraph 4. Plaintiff(s), on behalf of themselves and their guardians, heirs, executors, administrators, assigns, subrogees, predecessors in interest, and successors in interest, understand and agree that this transaction may be reported to the Internal Revenue Service and other government agencies in the ordinary course of the business of the United States and may be subject to offset pursuant to the Treasury Offset Program. Nothing in this Stipulation of Compromise Settlement and Release shall affect the United States' right of offset or levy for the purpose of collecting delinquent debts owed to the United States or to a State, if any, including but not limited to the collection of debts under 31 U.S.C. § 3716 and 26 U.S.C. § 6331.

6. This Stipulation of Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable

to Plaintiff(s). This settlement is entered into by all Parties for the purpose of compromising disputed claims under the Camp Lejeune Justice Act of 2022 (Pub. L. No. 117-168, 136 Stat. 1759, 1802–04, § 804 (2022)) and for the purpose of avoiding unnecessary expenses and risks of further litigation.

7. It is also agreed, by and among the Parties, that the respective Parties will each bear his or her own costs, fees, and expenses. Any attorneys' fees, including any common benefit fund costs or fees, owed by Plaintiff(s) will be paid out of the settlement amount and not in addition thereto. Any dispute related to the division of the settlement amount between Plaintiff(s), Plaintiff(s)' attorneys, and any other person, shall in no way affect the validity of this Stipulation of Compromise Settlement and Release.

8. It is also understood by and among the Parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with the above-captioned action shall not exceed twenty-five percent (25%) of the amount of the compromise settlement.

9. The persons signing this Stipulation of Compromise Settlement and Release agree that this Stipulation of Compromise Settlement and Release is based upon the truthful representations set forth in the attached Plaintiff Affirmation (Attachment A), including the nature of the injury alleged, the date of diagnosis or treatment, the dates of residence or work at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River, the duration of any absences during that period, and whether the injury caused or contributed to death.

10. The persons signing this Stipulation of Compromise Settlement and Release warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any Plaintiff is a minor or a legally incompetent adult, such Plaintiff must obtain Court approval of the settlement at their expense. Plaintiff(s) agree

to obtain such approval, if necessary, in a timely manner, time being of the essence. Plaintiff(s) further agree that the United States may void this settlement at its option in the event such approval, if necessary, is not obtained in a timely manner. In the event Plaintiff(s) fail to obtain such Court approval, the entire Stipulation of Compromise Settlement and Release and the compromise settlement are null and void, and Plaintiff will not receive another offer under the Camp Lejeune Justice Act of 2022 “Elective Option” program.

11. The Parties agree that within fourteen (14) days after counsel for the United States receives (1) this Stipulation of Compromise Settlement and Release signed by all Parties to said document; (2) the Social Security numbers or tax identification numbers of Plaintiff(s) and Plaintiff(s)’ attorneys and other information required for processing payment; and, if applicable, (3) Order(s) approving the settlement, and authorizing an individual or entity to sign, on behalf of any minor or legally incapacitated adult, counsel for the United States will submit a request to the United States Treasury, requesting an electronic funds transfer (“EFT”) for the Settlement Amount, made payable to the “_____ IOLTA Account.”

12. The Parties agree that within fourteen (14) days after receiving the payment described in Paragraph 11, Plaintiff(s) shall dismiss the above-captioned action with prejudice.

13. The Parties understand that federal law may prohibit assignment of claims made against the United States, 31 U.S.C. § 3727, and that the payment of the settlement amount described above will be made to Plaintiff(s), Plaintiff(s)’ personal representatives, or Plaintiff(s) attorneys. If payment is made to Plaintiff(s)’ attorneys, then Plaintiff(s) attorneys agree to distribute the settlement proceeds to Plaintiff(s), with each Party bearing its own fees, costs, and expenses.

14. The Parties agree that this Stipulation of Compromise Settlement and Release,

including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff(s) expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b). The Parties further agree that the United States shall be authorized to report the settlement, including the names of the Plaintiff(s), the names of the deceased individuals represented by Plaintiff(s), and the names of Plaintiff(s)' attorneys, in a manner consistent with 28 U.S.C. § 530D.

15. Plaintiff(s) represent that they have read, reviewed, and understand this Stipulation of Compromise Settlement and Release, and that they are fully authorized to enter into the terms and conditions of this agreement and that they agree to be bound thereby. Plaintiff(s) further acknowledge that they enter into this Stipulation of Compromise Settlement and Release freely and voluntarily. Plaintiff(s), if represented by an attorney, further acknowledge that they have had a sufficient opportunity to discuss this Stipulation of Compromise Settlement and Release with their attorney, who has explained the documents to Plaintiff(s) and that Plaintiff(s) understand all of the terms and conditions of this Stipulation of Compromise Settlement and Release.

16. Any dispute regarding this Stipulation of Compromise Settlement and Release shall be venued in the United States District Court for the Eastern District of North Carolina.

17. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neutral gender includes the masculine and the feminine.

18. It is contemplated that this Stipulation of Compromise Settlement and Release may be executed in several counterparts, with a separate signature page for each Party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this _____ day of _____, 2026.

STANLEY E. WOODWARD, JR.
Associate Attorney General

JONATHAN GUYNN
Deputy Assistant Attorney General
Torts Branch, Civil Division

BRIDGET BAILEY LIPSCOMB
Chief, Camp Lejeune Justice Act Section
Torts Branch, Civil Division

ADAM BAIN
Chief Litigation Counsel
Camp Lejeune Justice Act Section
U.S. Department of Justice
P.O. Box 340, Ben Franklin Station
Washington, D.C. 20044
E-mail: adam.bain@usdoj.gov
Telephone: (202) 616-4209

MEGAN GADDY
Trial Attorney, Torts Branch
Camp Lejeune Justice Act Section

Counsel for Defendant United States of America

Executed this _____ day of _____, 2026.

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Attorney for Plaintiff

Executed this ____ day of _____, 2026.

Larry W Abrams
Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:

CAMP LEJEUNE WATER LITIGATION

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**PLAINTIFF AFFIRMATION FOR
INDIVIDUAL CLAIMS**

This document relates to:

Larry W. Abrams v. United States

Case No.: 7:24-cv-00982

1. I, Larry W Abrams, am an individual who experienced harm caused by exposure to water at Camp Lejeune.
2. I have been diagnosed with or treated for Kidney Cancer.
3. The injury described in Paragraph 2 was diagnosed or treated as early as June 16, 2005.
4. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as early as July 30, 1986.
5. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as recently as June 12, 1987.
6. I resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River for at least 30 days.
7. I have not submitted another claim for payment under the Camp Lejeune Justice Act of 2022 and do not know of any other Camp Lejeune Justice Act claim(s) submitted on my behalf arising from this same set of facts.
8. I understand that false statements made herein and/or claims made in connection with the attached Stipulation of Compromise Settlement and Release may result in fines,

imprisonment, and/or any other remedy available by law to the United States, including as provided in 18 U.S.C. § 1001. I also understand that claims that appear to be potentially fraudulent or to contain false information will be forwarded to Federal, State, and local law enforcement authorities for possible investigation and prosecution.

9. I understand that if I used an attorney that is different from the one who is currently representing me regarding my claim and/or this settlement, I may still be obligated to pay all the attorney's fees and expenses required by the prior or other arrangement and that the prior or other attorney may be able to file a lawsuit against me to recover those fees and expenses.
10. I understand that the United States may provide information regarding this matter to a former attorney, or another attorney retained by me for this matter.
11. I understand that signing the Stipulation of Compromise Settlement and Release does not relieve me of any legal obligations relating to attorneys' fees under any retainer agreements and applicable law including 28 U.S.C. § 2678.
12. I certify that the information herein and/or supporting the attached Stipulation of Compromise Settlement and Release is true and accurate to the best of my knowledge, and I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Signed by: _____

Larry W. Abrams

Judgment Fund Electronic Payment Information

All information must be completed, and incomplete or incorrect information will delay payment of the settlement amount.

Please provide the following information to facilitate payment of the settlement amount:

Plaintiff Name(s):

Social Security Number(s):

Is plaintiff represented by counsel? (Y/N)

Name of Counsel:

Name of Law Firm:

Payment of the settlement amount will be made by government ACH transfer as per the following:

Name of Account:

Account Number:

ABA Routing Number:

Account Type (checking/savings):

Name of Financial Institution:

Street Address of Financial Institution:

City, State, and Zip Code of Financial Institution:

Judgment Fund Electronic Payment Information
Persons Entitled to Payment Addendum
Only fill out this form if Claimant is deceased.

Personal Representative or Executor/trix of the estate and Estate's EIN (if applicable, please provide letters testamentary):

Surviving spouse name and Social Security Number:

Surviving children and surviving stepchildren name(s) and Social Security Number(s):
Please indicate if any children are minors

Surviving parent name(s) and Social Security Number(s):

Surviving grandparent name(s) and Social Security Number(s):

Surviving sibling names(s) and Social Security Number(s):

Those persons responsible for furnishing hospitalization services, funeral services (if different /additional than above listed):

Any other beneficiary not listed name(s) and Social Security Number(s)

I hereby attest that the information contained herein is true and accurate to the best of my knowledge and belief, based on reasonable research and inquiry conducted in connection with this matter.

Attorney Signature

Date

Personal Representative Signature

Date

Exhibit R



U.S. Department of Justice
Civil Division, Torts Branch
Camp Lejeune Justice Act Section

Megan Gaddy, Trial Attorney
Telephone: 202-856-6977
Email: Megan.Gaddy@usdoj.gov

VIA EMAIL

August 28, 2026

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Re: Beverly Champine Individually and as Personal Representative of the Estate of Mark Kopp v. United States – Settlement Offer
Case No.: 7:24-cv-00969

Dear Counsel:

The United States hereby extends an offer to settle the above-referenced Camp Lejeune Justice Act of 2022 (“CLJA”) lawsuit consistent with the CLJA Elective Option (“EO”). The EO allows claimants to resolve CLJA claims more quickly and more efficiently than in litigation, which might otherwise require resolution of uncertain legal and factual issues through potentially burdensome discovery, motions practice, and bellwether trials.

This lawsuit relates to a Qualifying Injury of Kidney Cancer with a potential Duration of Exposure of 30-364 days. This lawsuit does relate to a death caused by the Qualifying Injury. Consistent with the EO, the United States offers \$250,000.00 for settlement of all claims associated with this lawsuit.

Please respond in writing to clja.eo@usdoj.gov within **30 days** to accept or decline this offer. If we do not hear from you within 30 days from the date of this letter, **this offer is considered declined and another EO offer will not be made.**

If this offer is accepted, the plaintiff shall within **14 days** of acceptance execute the attached documents, which are necessary to release any and all claims against the United States related to exposure to contaminated water at Camp Lejeune and for payment of the settlement from the Judgment Fund. Please note that, pursuant to the Stipulation of Compromise Settlement and Release, your client must also dismiss the Complaint with prejudice within 14 days of receipt of your EO settlement payment.

Thank you for your consideration and we look forward to hearing from you.

Best Regards,

/s/ Megan Gaddy

Megan Gaddy

Trial Attorney
U.S. Department of Justice
Camp Lejeune Justice Act Section

Enclosures:

Public Guidance on Elective Option for Camp Lejeune Justice Act Claims (amended)
Stipulation of Compromise Settlement and Release
Plaintiff Affirmation
Judgment Fund Electronic Payment Information

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:

CAMP LEJEUNE WATER LITIGATION

**STIPULATION OF COMPROMISE
SETTLEMENT AND RELEASE OF
CAMP LEJEUNE JUSTICE ACT OF
2022 CLAIMS PURSUANT TO
28 U.S.C. § 2677**

This document relates to:

***Beverly Champine Individually and as Personal
Representative of the Estate of Mark Kopp v.
United States***

Case No.: 7:24-cv-00969

It is hereby stipulated by and between the undersigned Plaintiff(s) (meaning any person, other than the defendant and the attorneys, signing this Stipulation of Compromise Settlement and Release, whether or not a party to the above-captioned action, including Beverly Champine), and the United States of America (collectively, the “Parties”), by and through their respective attorneys, as follows:

1. The Parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action, e.g., related to the contaminated water at Camp Lejeune, under the terms and conditions set forth in this Stipulation of Compromise Settlement and Release.

2. The United States agrees to pay the sum of \$250,000.00 hereinafter (“Settlement Amount”), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property

and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which Plaintiff(s) or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States, its agents, servants, and employees.

3. Plaintiff(s) and their guardians, heirs, executors, administrators or assigns hereby agree to accept the Settlement Amount in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff(s) and their guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify, and hold harmless the United States, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff(s) or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. None of the foregoing shall be read to affect Plaintiff(s)' rights to any disability award, payment, or benefit already provided under any program under the laws administered by the Secretary of Veterans Affairs. Nor shall any of the foregoing be read to affect Plaintiff(s)' future rights to apply for or receive any disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs. The Department of

Veterans Affairs shall not assert a lien or offset under the Camp Lejeune Justice Act of 2022 (Pub. L. No. 117-168, 136 Stat. 1759, 1803, § 804(e)(2) (2022)) over the settlement amount for any past or future disability award, payment, or benefit provided under any program under the laws administered by the Secretary of Veterans Affairs.

5. Plaintiff(s) shall be solely responsible for full compliance with all applicable Federal, State, and local tax requirements. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance upon any representation by the United States as to tax consequences, and Plaintiff(s) are responsible for the payment of all taxes that may be associated with this settlement. Further, nothing in this Stipulation of Compromise Settlement and Release waives or modifies Federal, State, or local laws pertaining to taxes, offsets, levies, and liens that may apply to this Stipulation of Compromise Settlement and Release or the Settlement Amount proceeds, except as expressly identified in Paragraph 4. Plaintiff(s) execute this Stipulation of Compromise Settlement and Release without reliance on any representation by Defendant as to the application of any such law, except as expressly identified in Paragraph 4. Plaintiff(s), on behalf of themselves and their guardians, heirs, executors, administrators, assigns, subrogees, predecessors in interest, and successors in interest, understand and agree that this transaction may be reported to the Internal Revenue Service and other government agencies in the ordinary course of the business of the United States and may be subject to offset pursuant to the Treasury Offset Program. Nothing in this Stipulation of Compromise Settlement and Release shall affect the United States' right of offset or levy for the purpose of collecting delinquent debts owed to the United States or to a State, if any, including but not limited to the collection of debts under 31 U.S.C. § 3716 and 26 U.S.C. § 6331.

6. This Stipulation of Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the

United States, its agents, servants, or employees, and it is specifically denied that they are liable to Plaintiff(s). This settlement is entered into by all Parties for the purpose of compromising disputed claims under the Camp Lejeune Justice Act of 2022 (Pub. L. No. 117-168, 136 Stat. 1759, 1802-04, § 804 (2022)) and for the purpose of avoiding unnecessary expenses and risks of further litigation.

7. It is also agreed, by and among the Parties, that the respective Parties will each bear his or her own costs, fees, and expenses. Any attorneys' fees, including any common benefit fund costs or fees, owed by Plaintiff(s) will be paid out of the settlement amount and not in addition thereto. Any dispute related to the division of the settlement amount between Plaintiff(s), Plaintiff(s)' attorneys, and any other person, shall in no way affect the validity of this Stipulation of Compromise Settlement and Release.

8. It is also understood by and among the Parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with the above-captioned action shall not exceed twenty-five percent (25%) of the amount of the compromise settlement.

9. The persons signing this Stipulation of Compromise Settlement and Release agree that this Stipulation of Compromise Settlement and Release is based upon the truthful representations set forth in the attached Plaintiff Affirmation (Attachment A), including the nature of the injury alleged, the date of diagnosis or treatment, the dates of residence or work at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River, the duration of any absences during that period, and whether the injury caused or contributed to death.

10. The persons signing this Stipulation of Compromise Settlement and Release warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any Plaintiff is a minor or a legally incompetent

adult, such Plaintiff must obtain Court approval of the settlement at their expense. Plaintiff(s) agree to obtain such approval, if necessary, in a timely manner, time being of the essence. Plaintiff(s) further agree that the United States may void this settlement at its option in the event such approval, if necessary, is not obtained in a timely manner. In the event Plaintiff(s) fail to obtain such Court approval, the entire Stipulation of Compromise Settlement and Release and the compromise settlement are null and void, and Plaintiff will not receive another offer under the Camp Lejeune Justice Act of 2022 “Elective Option” program.

11. The Parties agree that within fourteen (14) days after counsel for the United States receives (1) this Stipulation of Compromise Settlement and Release signed by all Parties to said document; (2) the Social Security numbers or tax identification numbers of Plaintiff(s) and Plaintiff(s)’ attorneys and other information required for processing payment; and, if applicable, (3) Order(s) approving the settlement, and authorizing an individual or entity to sign, on behalf of any minor or legally incapacitated adult, counsel for the United States will submit a request to the United States Treasury, requesting an electronic funds transfer (“EFT”) for the Settlement Amount, made payable to the “_____ IOLTA Account.”

12. The Parties agree that within fourteen (14) days after receiving the payment described in Paragraph 11, Plaintiff(s) shall dismiss the above-captioned action with prejudice.

13. The Parties understand that federal law may prohibit assignment of claims made against the United States, 31 U.S.C. § 3727, and that the payment of the settlement amount described above will be made to Plaintiff(s), Plaintiff(s)’ personal representatives, or Plaintiff(s) attorneys. If payment is made to Plaintiff(s)’ attorneys, then Plaintiff(s) attorneys agree to distribute the settlement proceeds to Plaintiff(s), with each Party bearing its own fees, costs, and expenses.

14. The Parties agree that this Stipulation of Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff(s) expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b). The Parties further agree that the United States shall be authorized to report the settlement, including the names of the Plaintiff(s), the names of the deceased individuals represented by Plaintiff(s), and the names of Plaintiff(s)' attorneys, in a manner consistent with 28 U.S.C. § 530D.

15. Plaintiff(s) represent that they have read, reviewed, and understand this Stipulation of Compromise Settlement and Release, and that they are fully authorized to enter into the terms and conditions of this agreement and that they agree to be bound thereby. Plaintiff(s) further acknowledge that they enter into this Stipulation of Compromise Settlement and Release freely and voluntarily. Plaintiff(s), if represented by an attorney, further acknowledge that they have had a sufficient opportunity to discuss this Stipulation of Compromise Settlement and Release with their attorney, who has explained the documents to Plaintiff(s) and that Plaintiff(s) understand all of the terms and conditions of this Stipulation of Compromise Settlement and Release.

16. Any dispute regarding this Stipulation of Compromise Settlement and Release shall be venued in the United States District Court for the Eastern District of North Carolina.

17. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neutral gender includes the masculine and the feminine.

18. It is contemplated that this Stipulation of Compromise Settlement and Release may be executed in several counterparts, with a separate signature page for each Party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this _____ day of _____, 2026.

STANLEY E. WOODWARD, JR.
Associate Attorney General

JONATHAN GUYNN
Deputy Assistant Attorney General
Torts Branch, Civil Division

BRIDGET BAILEY LIPSCOMB
Chief, Camp Lejeune Justice Act Section
Torts Branch, Civil Division

ADAM BAIN
Chief Litigation Counsel
Camp Lejeune Justice Act Section
U.S. Department of Justice
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Washington, D.C. 20044
E-mail: adam.bain@usdoj.gov
Telephone: (202) 616-4209

MEGAN GADDY
Trial Attorney, Torts Branch
Camp Lejeune Justice Act Section

Counsel for Defendant United States of America

Executed this ____ day of _____, 2026.

James Z. Foster
Foster Law LLC
3660 Dauphin Street Suite E
Mobile, AL 36608

Attorney for Plaintiff

Executed this _____ day of _____, 2026.

Beverly Champine
Personal Representative of the Estate of Mark Kopp
Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:23-CV-897**

IN RE:

CAMP LEJEUNE WATER LITIGATION

**PLAINTIFF AFFIRMATION FOR
ESTATE CLAIMS**

This document relates to:
*Beverly Champine Individually and as Personal
Representative of the Estate of Mark Kopp v.
United States*

Case No.: 7:24-cv-00969

1. I, Beverly Champine, am personal representative of an individual who experienced harm caused by exposure to water at Camp Lejeune.
2. The decedent whom I represent was diagnosed with or treated for Kidney Cancer.
3. The injury described in Paragraph 2 was diagnosed or treated as early as April 1, 2005.
4. The decedent whom I represent resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as early as May 15, 1983.
5. The decedent whom I represent resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River as recently as June 15, 1983.
6. The decedent whom I represent resided or worked at Marine Corps Base Camp Lejeune or Marine Corps Air Station New River for at least 30 days.
7. I have not submitted another claim for payment under the Camp Lejeune Justice Act of 2022 and do not know of any other Camp Lejeune Justice Act claim(s) submitted on behalf of the decedent whom I represent arising from this same set of facts.

8. I understand that false statements made herein and/or claims made in connection with the attached Stipulation of Compromise Settlement and Release may result in fines, imprisonment, and/or any other remedy available by law to the United States, including as provided in 18 U.S.C. § 1001. I also understand that claims that appear to be potentially fraudulent or to contain false information will be forwarded to Federal, State, and local law enforcement authorities for possible investigation and prosecution.
9. I understand that if I used an attorney that is different from the one who is currently representing me regarding my claim and/or this settlement, I may still be obligated to pay all the attorney's fees and expenses required by the prior or other arrangement and that the prior or other attorney may be able to file a lawsuit against me to recover those fees and expenses.
10. I understand that the United States may provide information regarding this matter to a former attorney, or another attorney retained by me for this matter.
11. I understand that signing the Stipulation of Compromise Settlement and Release does not relieve me of any legal obligations relating to attorneys' fees under any retainer agreements and applicable law including 28 U.S.C. § 2678.
12. I certify that the information herein and/or supporting the attached Stipulation of Compromise Settlement and Release is true and accurate to the best of my knowledge, and I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Signed by: _____

Beverly Champine

Judgment Fund Electronic Payment Information

All information must be completed, and incomplete or incorrect information will delay payment of the settlement amount.

Please provide the following information to facilitate payment of the settlement amount:

Plaintiff Name(s):

Social Security Number(s):

Is plaintiff represented by counsel? (Y/N)

Name of Counsel:

Name of Law Firm:

Payment of the settlement amount will be made by government ACH transfer as per the following:

Name of Account:

Account Number:

ABA Routing Number:

Account Type (checking/savings):

Name of Financial Institution:

Street Address of Financial Institution:

City, State, and Zip Code of Financial Institution:

Beverly Champine Individually and as Personal Representative of the Estate of Mark Kopp v. United States, Case No.: 7:24-cv-00969

Judgment Fund Payment Information

August 28, 2026

Judgment Fund Electronic Payment Information
Persons Entitled to Payment Addendum
Only fill out this form if Claimant is deceased.

Personal Representative or Executor/trix of the estate and Estate's EIN (if applicable, please provide letters testamentary):

Surviving spouse name and Social Security Number:

Surviving children and surviving stepchildren name(s) and Social Security Number(s):
Please indicate if any children are minors

Surviving parent name(s) and Social Security Number(s):

Surviving grandparent name(s) and Social Security Number(s):

Surviving sibling names(s) and Social Security Number(s):

Those persons responsible for furnishing hospitalization services, funeral services (if different /additional than above listed):

Any other beneficiary not listed name(s) and Social Security Number(s)

I hereby attest that the information contained herein is true and accurate to the best of my knowledge and belief, based on reasonable research and inquiry conducted in connection with this matter.

Attorney Signature

Date

Personal Representative Signature

Date

Beverly Champine Individually and as Personal Representative of the Estate of Mark Kopp v. United States, Case No.:
7:24-cv-00969
Judgment Fund Payment Information
August 28, 2026