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18 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
19 **IN AND FOR THE COUNTY OF MARICOPA**

20 STATE OF ARIZONA,

21 Plaintiff,

22 v.

23 3M COMPANY (f/k/a Minnesota Mining and  
24 Manufacturing Co.); AGC CHEMICALS  
25 AMERICAS INC.; AGC, INC. (f/k/a Asahi  
26 Glass Co., Ltd.); ANGUS INTERNATIONAL  
27 SAFETY GROUP, LTD; ARCHROMA  
28 MANAGEMENT, LLC; ARCHROMA U.S.,  
INC.; ARKEMA, INC.; BASF  
CORPORATION; BUCKEYE FIRE  
EQUIPMENT COMPANY; CARRIER  
GLOBAL CORPORATION; CENTRAL  
SPRINKLER, LLC; CHEMDESIGN  
PRODUCTS, INC.; CHEMGUARD, INC.;  
CHEMICALS INCORPORATED; CHUBB  
FIRE, LTD.; CLARIANT CORPORATION;  
CORTEVA, INC.; DEEPWATER

Case No.: **CV2023-008075**

Date Filed: May 26, 2023

**COMPLAINT FOR DAMAGES AND  
OTHER RELIEF:**

- (1) STRICT LIABILITY – DESIGN DEFECT;
- (2) STRICT LIABILITY – FAILURE TO WARN;
- (3) CONSUMER FRAUD;
- (4) PUBLIC NUISANCE;
- (5) TRESPASS;
- (6) NEGLIGENCE – FAILURE TO WARN;
- (7) NEGLIGENCE – FAILURE TO RECALL; and
- (8) VIOLATION OF THE UNIFORM FRAUDULENT

CHEMICALS, INC.; JOHN DOE  
DEFENDANTS 1-49; DUPONT DE  
NEMOURS, INC.; DYNAX  
CORPORATION; E. I. DUPONT DE  
NEMOURS AND COMPANY; FIRE  
PRODUCTS GP HOLDING, LLC;  
JOHNSON CONTROLS INTERNATIONAL,  
PLC; KIDDE PLC, INC.; NATION FORD  
CHEMICAL COMPANY; NATIONAL  
FOAM, INC.; RAYTHEON  
TECHNOLOGIES CORPORATION (f/k/a  
United Technologies Corporation); THE  
CHEMOURS COMPANY; THE  
CHEMOURS COMPANY FC, LLC; TYCO  
FIRE PRODUCTS LP; and UTC FIRE &  
SECURITY AMERICAS CORPORATION,  
INC.,

TRANSFER ACT.

Defendants.

**PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff, State of Arizona (“Plaintiff”), by and through its undersigned counsel, brings this action against Defendants, 3M Company (f/k/a Minnesota Mining and Manufacturing Co.), E. I. DuPont De Nemours and Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., Chemguard, Inc., Tyco Fire Products LP (individually and as successor-in-interest to The Ansul Company), Johnson Controls International, plc, Central Sprinkler, LLC, Fire Products GP Holding, LLC, Kidde PLC, Inc., Chubb Fire, Ltd., UTC Fire & Security Americas Corporation, Inc., Carrier Global Corporation, Raytheon Technologies Corporation (f/k/a United Technologies Corporation), National Foam, Inc., Angus International Safety Group, Ltd., Buckeye Fire Equipment Company, Arkema, Inc., BASF Corporation, ChemDesign Products, Inc., Clariant Corporation, Chemicals Incorporated, Nation Ford Chemical Company, AGC Chemicals Americas, Inc., AGC, Inc. (f/k/a Asahi Glass Co., Ltd.), Deepwater Chemicals, Inc., Dynax Corporation,

1 Archroma Management, LLC, Archroma U.S., Inc., and John Doe Defendants 1-49  
2 (collectively, “Defendants”), and alleges as follows:

3 **I. SUMMARY OF THE CASE**

4  
5 1. The State of Arizona (“Plaintiff” or “State”), brings this action against  
6 Defendants for contamination of the State’s precious natural resources as a result of the  
7 release of per- and polyfluoroalkyl substances (“PFAS”) into the environment through  
8 the handling, use, disposal, and storage of products containing PFAS.

9  
10 2. PFAS are a class of man-made chemicals that include perfluorooctane  
11 sulfonate (“PFOS”) and perfluorooctanoic acid (“PFOA”) and other compounds  
12 identified by EPA for sampling under the Uncontaminated Monitoring Rule 5.<sup>1</sup>

13  
14 3. Defendants designed, manufactured, marketed, and/or sold PFAS and/or  
15 products containing PFAS, including but not limited to aqueous film-forming foam  
16 (“AFFF”) (collectively, “Fluorosurfactant Products”).

17  
18 4. PFAS present a significant threat to the State’s natural resources and  
19 residents. For example, PFOS and PFOA are highly mobile and persistent in the  
20 environment, and they are toxic at extremely low levels. Further, they bioaccumulate and  
21 biomagnify up the food chain.

22  
23 5. Defendants designed, manufactured, formulated, distributed, marketed,  
24 and/or sold Fluorosurfactant Products with the knowledge that these compounds were  
25 toxic and that they would be released into the environment even when used as directed  
26 and intended by Defendants.

27  
28 <sup>1</sup> EPA, *Fifth Unregulated Contaminant Monitoring Rule*, available at (last accessed May 22, 2023).

1           6.       For instance, Defendant 3M Company, began publishing peer reviewed  
2 literature in 1980 showing that humans retain PFOS in their bodies for years. By the  
3 early 1980s, the industry suspected a correlation between PFOS exposure and human  
4 health effects.  
5

6           7.       Similarly, Defendant DuPont had been studying the potential toxicity of  
7 PFOA since at least the 1960s and knew that it was contaminating drinking water drawn  
8 from the Ohio River. Yet, DuPont did not disclose to the public or to government  
9 regulators what they knew about the substance’s potential effects on humans, animals, or  
10 the environment. By December 2005, the EPA uncovered evidence that DuPont  
11 concealed the environmental and health effects of PFOA, and the EPA announced the  
12 “Largest Environmental Administrative Penalty in Agency History.” The EPA fined  
13 DuPont \$16,500,000 for violating the Toxic Substances Control Act “Section 8(e)—the  
14 requirement that companies report to the EPA substantial risk information about  
15 chemicals they manufacture, process or distribute in commerce.”<sup>2</sup> EPA found that  
16 DuPont had long known of, and concealed, knowledge about human exposure at the  
17 Plant.<sup>3</sup>  
18  
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23

24 <sup>2</sup> EPA, *E.I. DuPont de Nemours & Co. PFOA Settlements*, available at [https://www.epa.gov/enforcement/ei-dupont-](https://www.epa.gov/enforcement/ei-dupont-de-nemours-and-company-pfoa-settlements)  
25 [de-nemours-and-company-pfoa-settlements](https://www.epa.gov/enforcement/ei-dupont-de-nemours-and-company-pfoa-settlements) (last accessed May 8, 2023).

26 <sup>3</sup> *See generally* EPA, Memorandum, Consent Agreement and Proposed Final Order to resolve DuPont’s Alleged  
27 Failure to submit Substantial Risk Information Under the Toxic Substances Control Act (TSCA) and Failure to  
28 Submit Data Requested Under the Resource Conservation and Recovery Act (RCRA), available at  
<https://www.epa.gov/sites/default/files/2013-08/documents/eabmemodupontpfoasettlement121405.pdf> (last accessed  
May 8, 2023).

1           8.       Nevertheless, through the relevant years, Defendants continued to design,  
2 manufacture, market, and sell their Fluorosurfactant Products throughout the United  
3 States, including in Arizona.

4  
5           9.       Additionally, Defendants failed to provide adequate warnings or  
6 instructions with their Fluorosurfactant Products, both before and after selling such  
7 products. Defendants failed to adequately advise their customers, users, the public, or the  
8 State about the threats that PFAS pose to natural resources and human health if released  
9 into the environment.

10  
11           10.       Through an ongoing PFAS sampling program, Arizona Department of  
12 Environmental Quality (“ADEQ”) has detected PFAS compounds in groundwater and in  
13 certain public drinking water supplies across the State.<sup>4</sup>

14  
15           11.       ADEQ also detected PFAS compounds in groundwater near Davis-  
16 Monthan Air Force Base in the greater Tucson area.<sup>5</sup>

17           12.       The detection and/or presence of PFAS, and the threat of further detection  
18 and/or presence of PFAS, in the State’s natural resources and other State property has  
19 resulted, and will continue to result, in significant injuries and damage to Plaintiff.

20  
21           13.       Defendants, by their actions and/or inactions, bear ultimate responsibility  
22 for the presence of vast amounts of PFAS in the State’s environment, contaminating  
23

24  
25 <sup>4</sup> See generally Arizona Department of Environmental Quality, *PFAS Resources*, available at  
26 <https://www.azdeq.gov/pfas-resources> (last accessed May 8, 2023); see also DEQ, *PFAS Interactive Map*, available  
27 at <https://experience.arcgis.com/experience/9a4b9734d7134b5e8e4820a996eb3191> (last accessed May 8, 2023).

28 <sup>5</sup> Arizona Department of Environmental Quality, *Protecting Tucson’s Drinking Water Supply/PFAS Resources*,  
available at <https://www.azdeq.gov/node/7942> (last accessed May 22, 2023).

1 Arizona’s natural resources and threatening the health, safety, and well-being of its  
2 residents.

3  
4 14. Defendants’ Fluorosurfactant Products have caused and will continue to  
5 cause injury to natural resources (including lands, waters, biota, and wildlife) and  
6 property owned and maintained by the State. This Complaint refers to natural resources  
7 and other real property owned or maintained by the State as “Plaintiff’s Property.”

8  
9 15. Accordingly, Plaintiff, through this action, seeks to require Defendants to  
10 pay all past and future costs necessary to fully investigate, assess, monitor, remediate,  
11 and restore the various locations contaminated by Defendants’ Fluorosurfactant Products,  
12 as well as damages for harm to Plaintiff’s Property caused by Defendants’  
13 Fluorosurfactant Products.

14  
15 16. Plaintiff also seeks to recover the costs it has incurred to remediate and  
16 replace PFAS. For example, ADEQ is helping local fire departments statewide by  
17 removing, disposing of, and replacing AFFF with fire-fighting foam that does not contain  
18 PFAS. To date, the State has borne the costs of replacing 6,200 gallons of AFFF with  
19 4,010 gallons of PFAS-free foam.<sup>6</sup>

20  
21 17. Plaintiff seeks from Defendants all damages including, but not limited to,  
22 property damages to State-owned properties, natural resource damages, economic  
23 damages, costs incurred by the State for PFAS remediation, punitive damages, and all  
24

25  
26  
27 <sup>6</sup> ADEQ, *AFFF Take-Back and Replace Pilot Program Status*, available at  
28 <https://www.arcgis.com/apps/dashboards/913657658bf54e159e2730c3f2c45d00> (last accessed May 22, 2023).

1 other damages, fees, costs, civil penalties, and equitable relief to which Plaintiff may be  
2 entitled.

3  
4 **II. PARTIES**

5 18. Plaintiff brings this action by and through the Office of the Arizona  
6 Attorney General, who is the chief legal officer of the State and authorized to provide  
7 legal services to the State.

8 19. Upon information and belief, the following Defendants designed,  
9 manufactured, formulated, marketed, distributed, sold, and/or assumed or acquired  
10 liabilities for the manufacture and/or sale of Fluorosurfactant Products that have  
11 contaminated (and continue to contaminate) Plaintiff's Property:  
12

13 a. Defendant 3M Company (f/k/a Minnesota Mining and Manufacturing  
14 Company) ("3M") is a Delaware corporation authorized to conduct  
15 business in Arizona, with its principal place of business located at 3M  
16 Center, St. Paul, Minnesota 55144. Upon information and belief, 3M is the  
17 only company that manufactured and/or sold AFFF containing PFOS in the  
18 United States, including Arizona.  
19

20 b. Defendant E. I. DuPont De Nemours and Company ("Old DuPont") is a  
21 Delaware corporation with its principal place of business located at 974  
22 Centre Road, Wilmington, Delaware 19805. Old DuPont is registered to do  
23 business in Arizona.  
24

25 c. Defendant The Chemours Company ("Chemours") is a Delaware  
26 corporation with its principal place of business located at 1007 Market  
27

1 Street, Wilmington, DE 19899. Chemours is registered to do business in  
2 the State of Arizona.

3  
4 d. In 2015, Old DuPont spun off its “Performance Chemicals” business to  
5 Chemours, along with certain environmental liabilities. Upon information  
6 and belief, at the time of the transfer of its Performance Chemicals business  
7 to Chemours, Old DuPont had been sued, threatened with suit and/or had  
8 knowledge of the likelihood of litigation to be filed regarding Old DuPont’s  
9 liability for damages and injuries arising from the manufacture and sale of  
10 fluorosurfactants and the products that contain fluorosurfactants.

11  
12 e. Defendant The Chemours Company FC, LLC ("Chemours FC"), successor-  
13 in-interest to DuPont Chemical Solutions Enterprise, is a Delaware limited  
14 liability company with its principal place of business located at 1007  
15 Market Street Wilmington, DE, 19899. Chemours FC is registered to do  
16 business in Arizona.

17  
18 f. Defendant DuPont de Nemours, Inc. is a Delaware corporation with its  
19 principal place of business located at 974 Centre Road, Building 730,  
20 Wilmington, DE 19805. Upon information and belief, DowDuPont, Inc.  
21 was formed in 2017 as a result of the merger of Dow Chemical and Old  
22 DuPont. DowDuPont, Inc. was subsequently divided into three publicly  
23 traded companies and on June 1, 2019, DowDuPont, Inc. changed its  
24 registered name to DuPont de Nemours, Inc. (“New DuPont”). New  
25 DuPont is believed to have assumed some of the PFAS liabilities of Old  
26  
27  
28



1 DuPont. Upon information and belief, New DuPont does and/or has done  
2 business throughout the United States, including Arizona.

3  
4 g. Defendant Corteva, Inc. is a Delaware corporation with its principal place  
5 of business located at 974 Centre Road, Wilmington, DE 19805. Upon  
6 information and belief, Corteva, Inc. is one of the aforementioned spin-off  
7 companies from DowDuPont, Inc., and is believed to have assumed some  
8 of the PFAS liabilities of Old DuPont. Corteva, Inc. is registered to do  
9 business in Arizona.

10  
11 h. Defendant Chemguard, Inc. (“Chemguard”) is a Texas corporation with its  
12 principal place of business located at One Stanton Street, Marinette,  
13 Wisconsin 54143. Upon information and belief, Chemguard conducts  
14 and/or avails itself of doing business throughout the United States,  
15 including Arizona.

16  
17 i. Upon information and belief, Chemguard acquired Williams Fire and  
18 Hazard Control, Inc. (“WFHC”). Upon information and belief, WFHC has  
19 and continues to sell and/or distribute AFFF throughout the United States,  
20 including in Arizona.

21  
22 j. Defendant Tyco Fire Products LP (“Tyco”) is a Delaware limited  
23 partnership with its principal place of business at 1400 Pennbrook Parkway,  
24 Lansdale, PA 19446. Tyco acquired Chemguard in 2011. Tyco is registered  
25 to do business in Arizona.  
26  
27

1 k. Tyco is the successor-in-interest to The Ansul Company (“Ansul”) and  
2 manufactures the Ansul brand of products (Ansul and/or Tyco as the  
3 successor-in-interest to Ansul will be referred to collectively as  
4 “Tyco/Ansul”). Upon information and belief, Tyco/Ansul conducts and/or  
5 avails itself of doing business throughout the United States, including  
6 Arizona.  
7

8  
9 l. Defendant Kidde PLC, Inc. is a Delaware corporation with its principal  
10 place of business located at 9 Farm Springs Road, Farmington, Connecticut  
11 06032. Upon information and belief, Kidde PLC, Inc. was part of UTC  
12 Fire & Security Americas Corporation, Inc. Upon information and belief,  
13 Kidde PLC, Inc. conducts and/or avails itself of doing business throughout  
14 the United States, including Arizona.  
15

16 m. Defendant Chubb Fire, Ltd. (“Chubb”) is a foreign private limited  
17 company, United Kingdom registration number 134210, with offices at  
18 Littleton Road, Ashford, Middlesex, United Kingdom TW15 1TZ. Upon  
19 information and belief, Chubb is or has been composed of different  
20 subsidiaries and/or divisions, including but not limited to, Chubb Fire &  
21 Security Ltd., Chubb Security, PLC, Red Hawk Fire & Security, LLC,  
22 and/or Chubb National Foam, Inc. Upon information and belief, Chubb  
23 was part of UTC Fire & Security Americas Corporation, Inc.  
24  
25

26 n. Defendant UTC Fire & Security Americas Corporation, Inc. (“UTC”) is a  
27 Delaware corporation with its principal place of business at 13995 Pasteur  
28

1 Blvd., Palm Beach Gardens, Florida 33418. Upon information and belief,  
2 UTC was a division of United Technologies Corporation. UTC is registered  
3 to do business in Arizona.  
4

5 o. Defendant Carrier Global Corporation is a Delaware corporation with its  
6 principal place of business located at 13995 Pasteur Boulevard, Palm Beach  
7 Gardens, Florida 33418. Upon information and belief, Carrier Global  
8 Corporation conducts and/or avails itself of doing business throughout the  
9 United States, including Arizona.  
10

11 p. Defendant Raytheon Technologies Corporation (f/k/a United Technologies  
12 Corporation) (“Raytheon Tech f/k/a United Tech”) is a Delaware  
13 corporation with its principal place of business at 870 Winter Street,  
14 Waltham, MA 02451. Upon information and belief, Raytheon Tech f/k/a  
15 United Tech conducts and/or avails itself of doing business throughout the  
16 United States, including Arizona.  
17

18 q. Defendant National Foam, Inc. is a Delaware corporation with its principal  
19 place of business located at 141 Junny Road, Angier, North Carolina  
20 27501. National Foam, Inc. is a subsidiary of Angus International Safety  
21 Group, Ltd. Upon information and belief, National Foam, Inc.  
22 manufactures the Angus brand of AFFF products. Upon information and  
23 belief, National Foam, Inc. conducts and/or avails itself of doing business  
24 throughout the United States, including Arizona.  
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r. Defendant Buckeye Fire Equipment Company (“Buckeye”) is an Ohio corporation with its principal place of business at 110 Kings Road, Mountain, North Carolina 28086. Upon information and belief, Buckeye conducts and/or avails itself of doing business throughout the United States, including Arizona.

s. Defendant Arkema, Inc. is a Pennsylvania corporation with its principal place of business at 900 1<sup>st</sup> Avenue, King of Prussia, Pennsylvania 19406. Arkema, Inc. is registered to do business in Arizona.

t. Defendant BASF Corporation (“BASF”) is a Delaware corporation with its principal place of business at 100 Park Avenue, Florham Park, NJ 07932. BASF is registered to do business in Arizona. Upon information and belief, BASF acquired Ciba-Geigy Corporation and/or Ciba Specialty Chemicals. Upon information and belief, Ciba-Geigy Corporation and/or Ciba Specialty Chemicals conducts and/or avails itself of doing business throughout the United States, including Arizona.

u. Defendant ChemDesign Products, Inc. (“CDPI”) is a Delaware corporation with its principal place of business located at 2 Stanton Street, Marinette, Wisconsin 54143. Upon information and belief, CDPI conducts and/or avails itself of doing business throughout the United States, including Arizona.

v. Defendant Clariant Corporation is a New York corporation with its principal place of business located at 4000 Monroe Road, Charlotte, North

1 Carolina 28205. Clariant Corporation is registered to do business in  
2 Arizona.

3  
4 w. Defendant Chemicals Incorporated is a Texas corporation with its principal  
5 place of business located at 12321 Hatcherville Road, Baytown, Texas  
6 77521. Upon information and belief, Chemicals Incorporated conducts  
7 and/or avails itself of doing business throughout the United States,  
8 including Arizona.

9  
10 x. Defendant Nation Ford Chemical Company is a South Carolina corporation  
11 with its headquarters located at 2300 Banks Street, Fort Mill, South  
12 Carolina 29715. Upon information and belief, Nation Ford Chemical  
13 Company conducts and/or avails itself of doing business throughout the  
14 United States, including Arizona.

15  
16 y. Defendant AGC Chemicals Americas, Inc. (“AGC America”) is a Delaware  
17 corporation with its principal business office at 55 E. Uwchlan Avenue,  
18 Suite 201, Exton, Pennsylvania 19341. Upon information and belief, AGC  
19 America is a subsidiary of AGC, Inc., a Japanese corporation formerly  
20 known as Asahi Glass Company, Ltd. Upon information and belief, AGC  
21 America conducts and/or avails itself of doing business throughout the  
22 United States, including Arizona.

23  
24  
25 z. Defendant AGC, Inc. f/k/a Asahi Glass Co., Ltd. (“AGC”), is a corporation  
26 organized under the laws of Japan and does business throughout the United  
27

1 States. AGC has its principal place of business at 1-5-1, Marunouchi,  
2 Chiyoda-ku, Tokyo 100-8405 Japan.

3  
4 aa. Defendant Deepwater Chemicals, Inc. (“Deepwater”) is a Delaware  
5 corporation with its principal place of business located at 196122 E County  
6 Road 40, Woodward, OK 73801. Upon information and belief, Deepwater  
7 conducts and/or avails itself of doing business throughout the United States,  
8 including Arizona.

9  
10 bb. Defendant Dynax Corporation is a Delaware corporation with its principal  
11 place of business located at 103 Fairview Park Drive, Elmsford, New York  
12 10523. In 1991, Dynax Corporation entered the market, quickly becoming a  
13 leading global producer of fluorosurfactants and fluorochemical foam  
14 stabilizers used in AFFF. Upon information and belief, Dynax Corporation  
15 conducts and/or avails itself of doing business throughout the United States,  
16 including Arizona.

17  
18 cc. Defendant Archroma Management, LLC, is a foreign limited liability  
19 company registered in Switzerland, with a principal business address of  
20 Neuhofstrasse 11, 4153 Reinach, Basel-Land, Switzerland.

21  
22 dd. Defendant Archroma U.S., Inc. is a Delaware corporation with its principal  
23 place of business located at 5435 77 Center Dr., #10, Charlotte, North  
24 Carolina 28217. Upon information and belief, Archroma U.S., Inc. is a  
25 subsidiary of Archroma Management, LLC, and supplied Fluorosurfactant  
26  
27

1 Products for use in AFFF. Archroma U.S., Inc. is registered to do business  
2 in Arizona.

3 ee. Upon information and belief, Defendants John Doe 1-49 were designers,  
4 manufacturers, marketers, distributors, and/or sellers of Fluorosurfactant  
5 Products that have and continue to contaminate Plaintiff's Property.  
6 Although the identities of the John Doe Defendants are currently unknown,  
7 it is expected that their names will be ascertained during discovery, at  
8 which time Plaintiff will move for leave of this Court to add those  
9 individuals' actual names to the Complaint as Defendants.  
10

11  
12 20. Any and all references to a Defendant or Defendants in this Complaint  
13 include any predecessors, successors, parents, subsidiaries, affiliates and divisions of the  
14 named Defendants.  
15

16 21. When the term "Defendants" is used alone, it refers to all Defendants named  
17 in this Complaint jointly and severally. When reference is made to any act or omission of  
18 the Defendants, it shall be deemed to mean that the officers, directors, agents, employees,  
19 or representatives of the Defendants committed or authorized such act or omission, or  
20 failed to adequately supervise or properly control or direct their employees while engaged  
21 in the management, direction, operation or control of the affairs of Defendants, and did so  
22 while acting within the scope of their employment or agency.  
23  
24

### 25 **JURISDICTION AND VENUE**

26 22. Jurisdiction is appropriate in this Court pursuant to A.R.S. § 12-123. The  
27 amount in controversy exceeds the jurisdictional minimum.  
28

1 23. Venue is appropriate pursuant to A.R.S. § 12-401 as Maricopa County is the  
2 seat of the State government and the Office of the Attorney General.

3 **FACTUAL ALLEGATIONS**

4 **A. THE CONTAMINANTS: PFOA & PFOS.**

5 24. PFOA and PFOS are man-made chemicals within a class known as  
6 perfluoroalkyl acid (“PFAA”). PFAAs are part of the larger chemical family known as  
7 PFAS. PFAA is composed of a chain of carbon atoms in which all but one of the carbon  
8 atoms are bonded to fluorine atoms, and the last carbon atom is attached to a functional  
9 group. The carbon-fluorine bond is one of the strongest chemical bonds that occur in  
10 nature, which is a reason why these molecules are so persistent. PFOA and PFOS  
11 contain eight carbon-fluorine bonds. For this reason, they are sometimes referred to as  
12 “C8.”

13 25. PFOA and PFOS are highly water-soluble, which increases the rate at which  
14 they spread throughout the environment, contaminating soil, groundwater, and surface  
15 water. Their mobility is made more dangerous by their persistence in the environment  
16 and resistance to biological, environmental, or photochemical degradation.<sup>7</sup>

17 26. PFOA and PFOS are readily absorbed in animal and human tissues after oral  
18 exposure and accumulate in the serum, kidney, and liver. They have been found globally  
19 in water, soil, air, as well as in human food supplies, breast milk, umbilical cord blood,  
20 and human serum.<sup>8</sup>

21  
22  
23  
24 <sup>7</sup> See EPA, *Drinking Water Health Advisory for Perfluorooctanoic Acid (PFOA)*, EPA Document Number: 822-R-  
25 16-005 (May 2016) at 16, available at <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P100OM4O.txt> (last  
26 accessed May 8, 2023); see also EPA, *Drinking Water Health Advisory for Perfluorooctane Sulfonate (PFOS)*, EPA  
Document Number: 822-R-16-004 (May 2016) at 16, available at  
<https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P100OM28.txt> (last accessed May 8, 2023).

27 <sup>8</sup> See *id.*, EPA 822-R-16-005 at 18-20, 25-27; see also EPA 822-R-16-004 at 19-21, 26 28.



1 27. PFOA and PFOS are persistent in the human body. A short-term exposure  
2 can result in a body burden that persists for years and can increase with additional  
3 exposures.<sup>9</sup>

4 28. Since they were first produced, information has emerged showing negative  
5 health effects caused by exposure to PFOA and PFOS.

6 29. According to the United States Environmental Protection Agency (“EPA”),  
7 “...studies indicate that exposure of PFOA and PFOS over certain levels may result  
8 in...developmental effects to fetuses during pregnancy or to breastfed infants (e.g., low  
9 birth weight, accelerated puberty, skeletal variations), cancer (e.g., testicular, kidney),  
10 liver effects (e.g., tissue damage), immune effects (e.g., antibody production and  
11 immunity), thyroid effects and other effects (e.g., cholesterol changes).”<sup>10</sup>

12 30. EPA has also warned that “there is suggestive evidence of carcinogenic  
13 potential for PFOS.”<sup>11</sup>

14 31. EPA has noted that “drinking water can be an additional source [of  
15 PFOA/PFOS in the body] in the small percentage of communities where these chemicals  
16 have contaminated water supplies.” In communities with contaminated water supplies,  
17 “such contamination is typically localized and associated with a specific facility, for  
18 example...an airfield at which [PFOA/PFOS] were used for firefighting.”<sup>12</sup>

19 32. In 2016, EPA has issued Health Advisory Levels of 70 parts per trillion  
20 (“ppt”) for PFOA and PFOS found in drinking water. When both PFOA and PFOS are  
21 found in drinking water, the combined concentrations should not exceed 70 ppt.

22 \_\_\_\_\_  
23 <sup>9</sup> See id., EPA 822-R-16-005 at 55; see also EPA 822-R-16-004 at 55.

24 <sup>10</sup> See EPA, *Fact Sheet PFOA & PFOS Drinking Water Health Advisories*, Document No. 800-F-16-003, available  
at <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P100OR9W.txt> (last accessed May 8, 2023).

25 <sup>11</sup> See EPA, *Health Effects Support Document for Perfluorooctane Sulfonate (PFOS)*, Document No. 822-R-16-002,  
26 available at [https://www.epa.gov/sites/default/files/2016-05/documents/pfos\\_hesd\\_final\\_508.pdf](https://www.epa.gov/sites/default/files/2016-05/documents/pfos_hesd_final_508.pdf) (last accessed May  
8, 2023).

27 <sup>12</sup> See note 7, *supra*.

1 33. On June 15, 2022, EPA issued interim, updated drinking water health  
2 advisories of 0.004 ppt for PFOA and 0.02 ppt PFOS that replace those EPA issued in  
3 2016.<sup>13</sup> On March 14, 2023, the EPA announced it is proposing the first-ever national  
4 drinking water standard for six PFAS, setting the health-based value, the MCLG, for  
5 PFOA and PFOS at zero. Considering feasibility, including currently available analytical  
6 methods to measure and treat these chemicals in drinking water, EPA is proposing  
7 individual MCLs of 4.0 nanograms per liter (ng/L) or parts per trillion (ppt) for PFOA  
8 and PFOS. Additionally, the EPA is proposing to use a Hazard Index (HI) approach to  
9 protecting public health from mixtures of PFHxS, HFPO-DA and its ammonium salt,  
10 PFNA, and PFBS. EPA is proposing an HI of 1.0 as the MCLGs for these four PFAS and  
11 any mixture containing one or more of them. EPA has determined it is also feasible to set  
12 the MCLs for these four PFAS and for a mixture containing one or more of PFHxS,  
13 HFPO-DA and its ammonium salt, PFNA, PFBS as an HI of unitless 1.0.<sup>14</sup>

14 **B. DEFENDANTS' FLUOROSURFACTANT PRODUCTS.**

15 34. PFAS and their chemical precursors are used to make a variety of consumer  
16 and industrial goods sold, supplied, used, and disposed of in the state, including but not  
17 limited to nonstick cookware, waterproofing waxes, stain-preventing coatings, and AFFF.  
18

19 35. AFFF is a type of water-based foam that was first developed in the 1960s to  
20 extinguish flammable liquid fuel fires at airports and military bases, among other places.  
21

22  
23  
24  
25 <sup>13</sup> See EPA, *Technical Fact Sheet: Drinking Water Health Advisories for Four PFAS (PFOA, PFOS, GenX*  
26 *chemicals, and PFBS)*, Document No. 822-F-22-002, available at  
<https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P10154ST.txt> (last accessed May 8, 2023).

27 <sup>14</sup> See EPA, *Fact Sheet: Proposed PFAS National Primary Drinking Water Regulation FAQs for Drinking Water*  
28 *Primacy Agencies*, available at <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas> (last accessed May  
9, 2023).

1           36. The Fluorosurfactant Products designed, manufactured, marketed,  
2 distributed, and/or sold by Defendants contained PFAS including either or both PFOA  
3 and PFOS, or the chemical precursors to PFOA and/or PFOS.  
4

5           37. PFOS and/or the chemical precursors to PFOS contained in 3M's AFFF were  
6 manufactured by 3M's patented process of electrochemical fluorination ("ECF").  
7

8           38. For decades, 3M manufactured, designed, marketed, distributed, and sold  
9 Fluorosurfactant Products containing PFOS, PFOA, and/or their chemical precursors  
10 within the United States, and raw materials containing PFOA and/or its chemical  
11 precursors for use in the production of Fluorosurfactant Products within the United  
12 States.  
13

14           39. All other Defendants manufactured PFAS through the process of  
15 telomerization and/or manufactured Fluorosurfactant Products containing PFAS  
16 manufactured through the process of telomerization. Telomerization produces  
17 fluorotelomers, including PFOA and/or the chemical precursors to PFOA.  
18

19           40. Upon information and belief, by the early 1970s, National Foam and  
20 Tyco/Ansul began to manufacture, design, market, distribute, and/or sell AFFF  
21 containing PFOA and/or its chemical precursors within the United States.  
22

23           41. Upon information and belief, by the 1980s, Chemguard began to  
24 manufacture, design, market, distribute, and/or sell AFFF containing PFOA and/or its  
25 chemical precursors within the United States, and fluorosurfactants containing PFOA  
26 and/or its chemical precursors for use in the production of AFFF within the United States.  
27

1           42. Upon information and belief, by the 1990s, Buckeye began to manufacture,  
2 design, market, distribute, and/or sell AFFF containing PFOA and/or its chemical  
3 precursors within the United States  
4

5           43. AFFF can be made without PFOA, PFOS, or their precursor chemicals.  
6 Fluorine-free foams and short-chains foams do not release PFOA, PFOS, and/or their  
7 precursor chemicals into the environment.  
8

9           44. AFFF is used to extinguish fires that are difficult to fight, particularly fires  
10 that involve petroleum or other flammable liquids. AFFF is typically sprayed directly  
11 onto a fire, where it works by coating the ignited fuel source, preventing its contact with  
12 oxygen and suppressing combustion.  
13

14           45. When used as the Defendants intended and directed, Defendants' AFFF  
15 releases PFOA, PFOS, and/or their precursor chemicals into the environment.  
16

17           46. Once PFOA and PFOS are free in the environment, these chemicals do not  
18 hydrolyze, photolyze, or biodegrade under typical environmental conditions and are  
19 extremely persistent in the environment. As a result of their persistence, they are widely  
20 distributed throughout soil, air, and groundwater.  
21

22           47. The use of Defendants' Fluorosurfactant Products as directed and intended  
23 by the Defendants allowed PFAS including PFOA, PFOS, and/or their precursor  
24 chemicals to enter into and onto Plaintiff's Property where these compounds migrated  
25 through the subsurface and into the groundwater, thereby ultimately contaminating the  
26 surface water, soil, sediment, groundwater, and reclaimed water, as well as causing other  
27 extensive and ongoing damage to Plaintiff's Property.  
28

1 48. Due to the chemicals' persistent nature, among other things, these chemicals  
2 have, and continue to cause injury and damage to Plaintiff's Property.

3 **C. DEFENDANTS' KNOWLEDGE OF PFAS HAZARDS.**  
4

5 49. On information and belief, by the early 1980s, Defendants knew, or  
6 reasonably should have known, among other things, that: (a) PFOA and PFOS are toxic;  
7 and (b) when sprayed in the open environment or otherwise used per the instructions  
8 given by the manufacturer, PFOA and PFOS readily migrate through the subsurface, mix  
9 easily with groundwater, resist natural degradation, render drinking water unsafe and/or  
10 non-potable, and find their way into effluent (including treated effluent and reclaimed  
11 water), and can be removed only at substantial expense.  
12

13 50. Defendants also knew or reasonably should have known that PFOA and  
14 PFOS could be absorbed into the lungs and gastrointestinal tract, potentially causing  
15 severe damage to the liver, kidneys, and central nervous system, in addition to other toxic  
16 effects, and that PFOA and PFOS are known carcinogens that cause genetic damage.  
17

18 51. In 1980, 3M published data in peer reviewed literature showing that humans  
19 retain PFOS in their bodies for years. Based on that data, 3M estimated it could take a  
20 person up to 1.5 years to clear just half of the accumulated PFOS from their body after all  
21 exposures had ceased.<sup>15</sup>  
22  
23  
24  
25

26 <sup>15</sup> See Office of Minnesota Attorney General, Exhibit List, No. 1588, Letter from 3M to Office of Pollution  
27 Prevention and Toxics, EPA titled "TSCA 8e Supplemental Submission, Docket Nos. 8EHQ-0373/0374 New Data  
28 on Half Life of Perfluorochemicals in Serum," available at  
<https://www.ag.state.mn.us/Office/Cases/3M/docs/PTX/PTX1588.pdf> (last accessed May 8, 2023).

1 52. By the early 1980s, the industry suspected a correlation between PFOS  
2 exposure and human health effects. Specifically, manufacturers observed  
3 bioaccumulation of PFOS in workers' bodies and birth defects in children of workers.  
4

5 53. In 1981, Old DuPont tested for and found PFOA in the blood of female plant  
6 workers in Parkersburg, West Virginia. Old DuPont observed and documented pregnancy  
7 outcomes in exposed workers, finding two of seven children born to female plant workers  
8 between 1979 and 1981 had birth defects—one an “unconfirmed” eye and tear duct  
9 defect, and one a nostril and eye defect.<sup>16</sup>  
10

11 54. Beginning in 1983, 3M documented a trend of increasing levels of PFOS in  
12 the bodies of 3M workers. In an internal memo, 3M's medical officer warned “we must  
13 view this present trend with serious concern. It is certainly possible that ... exposure  
14 opportunities are providing a potential uptake of fluorochemicals that exceeds excretion  
15 capabilities of the body.”<sup>17</sup>  
16

17 55. Based on information and belief, in 2000, under pressure from the EPA, 3M  
18 announced that it was phasing out PFOS and United States production of PFOS; 3M's  
19 PFOS-based AFFF production did not fully phase out until 2002.  
20  
21  
22

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23 <sup>16</sup> See DuPont, *C-8 Blood Sampling Results*, available at  
24 [https://static.ewg.org/files/PFOA\\_013.pdf?\\_gl=1\\*anldwl\\*\\_ga\\*NTgxNzgzMTc3LjE2ODI2ODk5ODk.\\*\\_ga\\_CS21GC49KT\\*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&\\_ga=2.26293428.885409355.1683587869-581783177.1682689989](https://static.ewg.org/files/PFOA_013.pdf?_gl=1*anldwl*_ga*NTgxNzgzMTc3LjE2ODI2ODk5ODk.*_ga_CS21GC49KT*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&_ga=2.26293428.885409355.1683587869-581783177.1682689989) (last accessed May 8, 2023).  
25

26 <sup>17</sup> See 3M, Internal Memorandum, *Organic Fluorine Levels*, (August 31, 1984), available at  
27 [https://static.ewg.org/files/226-0483.pdf?\\_gl=1\\*1u237yp\\*\\_ga\\*NTgxNzgzMTc3LjE2ODI2ODk5ODk.\\*\\_ga\\_CS21GC49KT\\*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&\\_ga=2.39402538.885409355.1683587869-581783177.1682689989](https://static.ewg.org/files/226-0483.pdf?_gl=1*1u237yp*_ga*NTgxNzgzMTc3LjE2ODI2ODk5ODk.*_ga_CS21GC49KT*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&_ga=2.39402538.885409355.1683587869-581783177.1682689989)  
28 (last accessed May 8, 2023).

1           56. After 3M exited the AFFF market in the United States, the remaining AFFF  
2 manufacturer Defendants continued to manufacture and sell AFFF containing PFOA  
3 and/or its chemical precursors.  
4

5           57. From 1951, Old DuPont, and on information and belief, Chemours, designed,  
6 manufactured, marketed, and sold Fluorosurfactant Products, including Teflon nonstick  
7 cookware, and more recently PFAS feedstocks, such as Forafac 1157 N, for the use in the  
8 manufacture of AFFF products.  
9

10           58. Based on information and belief, by no later than 2001, Old DuPont  
11 manufactured, produced, marketed, and sold Fluorosurfactant Products and/or PFAS  
12 feedstocks containing or degrading into PFOA to some or all of the AFFF product  
13 manufacturers for use in their AFFF products that were discharged into the environment  
14 and contaminated Plaintiff's Property.  
15

16           59. Old DuPont had been studying the potential toxicity of PFOA since at least  
17 the 1960s and knew that it was contaminating drinking water drawn from the Ohio River  
18 and did not disclose to the public or to government regulators what they knew about the  
19 substance's potential effects on humans, animals, or the environment.<sup>18</sup>  
20

21           60. By December 2005, the EPA uncovered evidence that Old DuPont concealed  
22 the environmental and health effects of PFOA, and the EPA announced the "Largest  
23 Environmental Administrative Penalty in Agency History." The EPA fined Old DuPont  
24 \$16,500,000 for violating the Toxic Substances Control Act "Section 8(e)—the  
25

26 <sup>18</sup> EPA, Consent Agreement and Final Order, *In re E.I. DuPont de Nemours & Co.*, TSCA Docket TSCA-HQ-2004-  
27 0016 (Dec. 14, 2005), available at <https://www.epa.gov/sites/default/files/documents/dupontpfoasettlement121405.pdf> (last accessed May 8, 2023).  
28

1 requirement that companies report to the EPA substantial risk information about  
2 chemicals they manufacture, process or distribute in commerce.”<sup>19</sup>

3  
4 61. By July 2011, Old DuPont could no longer credibly dispute the human  
5 toxicity of PFOA, which it continued to manufacture. The “C8 Science Panel” created as  
6 part of the settlement of a class action over Old DuPont’s releases from the Washington  
7 Works plant had reviewed the available scientific evidence and notified Old DuPont of a  
8 “probable link”<sup>20</sup> between PFOA exposure and the serious (and potentially fatal)  
9 conditions of pregnancy-induced hypertension and preeclampsia.<sup>21</sup> By October 2012,  
10 the C8 Science Panel had notified Old DuPont of a probable link between PFOA and five  
11 other conditions—high cholesterol, kidney cancer, thyroid disease, testicular cancer, and  
12 ulcerative colitis.  
13

14  
15 62. In July 2015, Old DuPont spun off its chemicals division by creating  
16 Chemours as a new publicly-traded company, once wholly owned by Old DuPont. By  
17 mid-2015, Old DuPont had dumped its perfluorinated chemical liabilities into the lap of  
18 the new Chemours.  
19

20 63. Defendants knew, or reasonably should have known, at all times relevant to  
21 this action that it was substantially certain that their acts and omissions as set forth herein  
22

23 <sup>19</sup> *Id.*

24 <sup>20</sup> Under the settlement, “probable link,” means that given the available scientific evidence, it is more likely than not  
25 that among class members a connection exists between PFOA/C8 exposure and a particular human disease. *See* C8  
26 Panel, *C8 Probable Link Reports*, available at [http://www.c8sciencepanel.org/prob\\_link.html](http://www.c8sciencepanel.org/prob_link.html) (last accessed May 8,  
27 2023).

28 <sup>21</sup> *See* C8 Science Panel, Status Report: PFOA (C8) exposure and pregnancy outcome among participants in the C8  
Health Project (July 15, 2011), available at  
[http://www.c8sciencepanel.org/pdfs/Status\\_Report\\_C8\\_and\\_pregnancy\\_outcome\\_15July2011.pdf](http://www.c8sciencepanel.org/pdfs/Status_Report_C8_and_pregnancy_outcome_15July2011.pdf) (last accessed  
May 8, 2023).



1 would threaten public health, cause extensive contamination of Plaintiff's Property and  
2 otherwise cause the injuries described herein.

3  
4 64. Notwithstanding this knowledge, Defendants negligently and carelessly: (1)  
5 designed, manufactured, marketed, distributed, and/or sold Fluorosurfactant Products; (2)  
6 issued instructions on how Fluorosurfactant Products should be used and disposed of  
7 (including washing AFFF into the soil or wastewater system), thus improperly permitting  
8 PFOA and/or PFOS to contaminate the surface water, soil, groundwater, and reclaimed  
9 water in and around the Plaintiff's Property; (3) failed to recall and/or warn the users of  
10 Fluorosurfactant Products, negligently designed products containing or degrading into  
11 PFOA and/or PFOS, of the dangers of surface water, soil, groundwater, and reclaimed  
12 water contamination as a result of standard use and disposal of these products; and (4)  
13 further failed and refused to issue the appropriate warnings and/or recalls to the users of  
14 Fluorosurfactant Products, notwithstanding the fact that Defendants knew the identity of  
15 the purchasers of the Fluorosurfactant Products.  
16  
17

18  
19 65. As a direct result of Defendants' acts and omissions alleged in this  
20 Complaint, Plaintiff's Property has been and will continue to be contaminated with  
21 PFAS, including PFOA and PFOS, creating an environmental hazard, unless such  
22 contamination is remediated. As a direct and proximate result of Defendants' actions  
23 and/or inactions, Plaintiff must assess, evaluate, investigate, monitor, remove, clean up,  
24 correct, treat, and remediate PFOA and PFOS contamination on Plaintiff's Property at  
25 significant expense, loss and damage.  
26  
27  
28



1 injuries arising from its manufacture and sale of its PFAS products, including PFOA and  
2 its chemical precursors.

3  
4 71. Upon information and belief, prior to the spinoff, Chemours was a wholly-  
5 owned subsidiary of Old DuPont and its four-member Board of Directors consisted of  
6 three Old DuPont employees and a former member of Old DuPont's Board of Directors.  
7 Then, effective immediately prior to the spinoff, the Chemours Board of Directors  
8 doubled in size, the three Old DuPont employees resigned, and seven new members were  
9 appointed to fill the vacancies. This new Chemours Board of Directors did not take part  
10 in negotiating the Separation Agreement.  
11

12 72. On or around July 1, 2015, Old DuPont completed the spin-off Chemours as  
13 a separate public entity and saddled Chemours with Old DuPont's massive PFAS  
14 liabilities.  
15

16 73. Although many of the details of the Separation Agreement remain largely  
17 hidden from the public, upon information and belief, as part of the Separation Agreement,  
18 Chemours accepted broad assumption of Old DuPont's environmental liabilities arising  
19 out of its long-running manufacture, use, discharge, marketing, distribution, and sale of  
20 PFAS.  
21

22 74. Additionally, Chemours agreed to assume for itself and indemnify Old  
23 DuPont against all liabilities relating to or arising from the operation of the Performance  
24 Chemicals business at any time and regardless of which entity is named in any action or  
25 against whom such liabilities are asserted or determined.  
26  
27

1           75. Further, Chemours agreed to assume for itself and indemnify Old DuPont  
2 from all environmental liabilities that arose prior to the spinoff if Old DuPont reasonably  
3 determined that 50.1% of the liabilities were attributable to the Performance Chemicals  
4 business.  
5

6           76. Upon information and belief, the value of the assets Chemours transferred to  
7 Old DuPont was substantially more than the value of the assets it received from Old  
8 DuPont, and Chemours assumed billions of dollars of Old DuPont's PFAS and other  
9 liabilities.  
10

11           77. Old DuPont knew that Chemours was undercapitalized and unable to satisfy  
12 the massive liabilities that it assumed from Old DuPont. In addition to the assumption of  
13 such liabilities, Chemours was required to provide broad indemnification to Old DuPont  
14 in connection with these liabilities, which is uncapped and does not have a survival  
15 period.  
16

17           78. In or around December 2015, Old DuPont entered into an agreement with  
18 Dow, Inc. ("Old Dow") pursuant to which Old DuPont and Old Dow merged with  
19 subsidiaries of a newly formed holding company, DowDuPont, Inc. ("DowDuPont"),  
20 which was created solely for the purpose of effectuating the merger. Old DuPont and Old  
21 Dow became subsidiaries of DowDuPont.  
22

23           79. Following its creation, DowDuPont engaged in a number of realignments and  
24 divestitures, the details of which remain largely hidden from Plaintiff and other creditors,  
25 intended to frustrate and/or hinder creditors with claims against Old DuPont. Upon  
26 information and belief, the net effect of these transactions was the transfer, directly or  
27  
28

1 indirectly, of a substantial portion of Old DuPont’s assets to DowDuPont for far less than  
2 these assets were worth.

3  
4 80. By 2019, DowDuPont spun-off two new publicly traded companies, Corteva,  
5 Inc. and Dow, Inc. (“New Dow”). DowDuPont was then renamed DuPont de Nemours,  
6 Inc. (“New DuPont”).

7  
8 81. Upon information and belief, Corteva currently holds Old DuPont as a  
9 subsidiary.

10  
11 82. Upon information and belief, as part of the DowDuPont Separation  
12 Agreement, Corteva and New DuPont also assumed direct financial liability of Old  
13 DuPont that was not related to the Agriculture, Material Science, or Specialty Products  
14 Businesses, including the PFAS liabilities which are allocated on a pro rata basis between  
15 Corteva and New DuPont.

16 **E. THE IMPACT OF PFAS ON THE STATE OF ARIZONA.**

17  
18 83. PFAS, including PFOA and PFOS, have been detected in Plaintiff’s Property.  
19 The detection and/or presence of PFAS, and the threat of further detection and/or  
20 presence of PFAS, in Plaintiff’s Property in varying amounts and at varying times has  
21 resulted, and will continue to result, in significant costs, injuries and damage to Plaintiff.

22  
23 84. The effects of the contamination are wide-ranging. Citizens may be unable  
24 to consume public drinking water, rely on private drinking water wells, use water  
25 resources for agriculture and livestock, or engage in water-based recreational activities  
26 including fishing and swimming. Individuals who are exposed to PFAS may face risk of  
27

1 serious health conditions including cancers. And the presence of PFAS can result in  
2 decreased property values.

3  
4 85. Upon information and belief, the invasion of Plaintiff's Property with PFAS  
5 is not only persistent but recurring, resulting in new harm to Plaintiff on each occasion.

6 86. The injuries to Plaintiff caused by Defendants' conduct and Fluorosurfactant  
7 Products constitute an unreasonable interference with, and damage to, Plaintiff and  
8 Plaintiff's Property. Plaintiff's interests in protecting its Property and its citizens  
9 constitute a reason for seeking damages sufficient to restore such Property to its pre-  
10 contamination condition, in addition to the other damages sought herein.  
11

12 **FIRST CAUSE OF ACTION**

13 **STRICT LIABILITY – DESIGN DEFECT**

14  
15 87. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
16 paragraphs.

17 88. Plaintiff was harmed by Fluorosurfactant Products which were designed,  
18 manufactured, formulated, marketed, sold and/or distributed by Defendants, or that  
19 Defendants assumed or acquired liabilities for, and which were defectively designed, did  
20 not include sufficient instructions, and did not include sufficient warning of potential  
21 safety hazards.  
22

23 89. Upon information and belief, Defendants' Fluorosurfactant Products used on  
24 or in the vicinity of Plaintiff's Property were used in a reasonably foreseeable manner and  
25 without substantial change in the condition in which the Products were sold.  
26  
27



1 97. Defendants' conduct lacked any care and was an extreme departure from  
2 what a reasonably careful company would do in the same situation to prevent harm to  
3 others and the environment, and thus Defendants were grossly negligent.  
4

5 98. As a direct and proximate result of Defendants' above described acts and  
6 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
7 related to the PFAS contamination of its Property, including but not limited to the  
8 following and for which Plaintiff seeks recovery: investigation, monitoring, treatment,  
9 testing, remediation, removal, filtration, and/or disposal of the PFAS contamination,  
10 operating, maintenance and consulting costs, legal fees, punitive damages, diminution of  
11 property value, and all other equitable and applicable damages.  
12

13 **SECOND CAUSE OF ACTION**

14 **STRICT LIABILITY – FAILURE TO WARN**

15  
16 99. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
17 paragraphs.  
18

19 100. As manufacturers, distributors, suppliers, sellers, and marketers of  
20 Fluorosurfactant Products, Defendants had a duty to issue warnings to Plaintiff, the  
21 public, water providers, and public officials of the risks posed by PFAS.  
22

23 101. Defendants knew that their Fluorosurfactant Products would be purchased,  
24 transported, stored, handled, and used without notice of the hazards that PFAS pose to  
25 human health and the environment.  
26

27 102. Defendants breached their duty to warn by unreasonably failing to provide  
28 Plaintiff, public officials, purchasers, downstream handlers, and/or the general public



1 with warnings about the potential and/or actual contamination of the environment by  
2 PFAS, despite Defendants' knowledge that PFOA and PFOS were real and potential  
3 threats to the environment.  
4

5 103. Fluorosurfactant Products purchased or otherwise acquired from Defendants  
6 were used, discharged, and/or released at and/or in the vicinity of Plaintiff's Property.

7 104. Defendants' Fluorosurfactant Products were used in a reasonably foreseeable  
8 manner and without substantial changes in the condition in which the products were sold.  
9

10 105. Defendants' Fluorosurfactant Products used on and/or in the vicinity of  
11 Plaintiff's Property were defective in design and unreasonably dangerous for the reasons  
12 set forth above.

13 106. Despite the known and/or foreseeable environmental and human health  
14 hazards associated with the use and/or disposal of Defendants' Fluorosurfactant Products  
15 at, near, and/or in the vicinity of Plaintiff's Property, including contamination of  
16 Plaintiff's Property with PFAS, Defendants failed to provide adequate warnings of, or  
17 take any other precautionary measures to mitigate, those hazards.  
18  
19

20 107. In particular, Defendants failed to describe such hazards or provide any  
21 precautionary statements regarding such hazards in the labeling of their Fluorosurfactant  
22 Products.

23 108. As a direct and proximate result of Defendants' above described acts and  
24 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
25 related to the PFAS contamination of its Property, including but not limited to the  
26 following and for which Plaintiff seeks recovery: investigation, monitoring, treatment,  
27

1 testing, remediation, removal, filtration, and/or disposal of the PFAS contamination,  
2 operating, maintenance and consulting costs, legal fees, punitive damages, diminution of  
3 property value, and all other equitable and applicable damages.  
4

5 **THIRD CAUSE OF ACTION**

6 CONSUMER FRAUD PURSUANT TO A.R.S. §§ 44-1521-1534

7 109. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
8 paragraphs.  
9

10 110. Defendants knew that, when used as intended and directed, their  
11 Fluorosurfactant Products would allow PFAS including PFOA and PFOS to escape into  
12 the environment, contaminating soil, water, air, and other natural resources and  
13 presenting exposure pathways to humans.  
14

15 111. Defendants knew that their Fluorosurfactant Products would be sold,  
16 purchased, transported, stored, handled, and used without notice of the hazards that PFAS  
17 pose to human health and the environment.  
18

19 112. Defendants concealed and suppressed all information regarding the risks  
20 associated with PFOA and PFOS and misrepresented Fluorosurfactant Products as safe  
21 for use.  
22

23 113. Such information is a material fact relied upon by purchasers, users, and  
24 consumers.  
25

26 114. Defendants' sale of Fluorosurfactant Products and failure to disclose accurate  
27 safety information violates A.R.S. § 44-1522.  
28



1           119. The presence of PFAS, and/or their chemical precursors causes significant  
2 costs, inconvenience, and annoyance to Plaintiff, who is charged with, among other  
3 things, maintaining and preserving the State's natural resources.  
4

5           120. The contamination affects all the citizens of Arizona. The contamination  
6 also interferes with the rights of the public at large to clean and safe water resources and  
7 environment and deprives the public of the rights to use those resources.  
8

9           121. The seriousness of the environmental and human health risk far outweighs  
10 any social utility of Defendants' conduct in manufacturing Fluorosurfactant Products and  
11 concealing the dangers those Products posed to human health and the environment.  
12

13           122. As a result of the actual and threatened PFAS contamination caused by  
14 Defendants' conduct, Plaintiff has suffered, and will continue to suffer, harm that is  
15 different from the type of harm suffered by the general public, and Plaintiff has incurred,  
16 and will continue to incur, substantial costs to remove the contamination from its  
17 Property.  
18

19           123. Plaintiff did not consent to the conduct that resulted in the contamination of  
20 its Property.  
21

22           124. Defendants' conduct was a substantial factor in causing the harm to Plaintiff.

23           125. Defendants have, by their acts and omissions set forth above, among other  
24 things, knowingly unleashed long-lasting and ongoing PFAS contamination, and threat of  
25 PFAS contamination, upon Plaintiff's Property.  
26

27           126. Defendants knew or, in the exercise of reasonable care, should have known  
28 that the use and introduction of their Fluorosurfactant Products into the environment

1 would endanger, and has continuously, unreasonably and seriously endangered and  
2 interfered with the ordinary safety, use, benefit, and enjoyment of Plaintiff's Property.

3  
4 127. As a direct and proximate result of Defendants' above described acts and  
5 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
6 related to the PFAS contamination of its Property, including but not limited to the  
7 following and for which Plaintiff seeks recovery and/or injunctive relief: investigation,  
8 monitoring, treatment, testing, remediation, removal, filtration, and/or disposal of the  
9 PFAS contamination, operating, maintenance and consulting costs, legal fees, punitive  
10 damages, diminution of property value, and all other equitable and applicable damages.  
11

12 **FIFTH CAUSE OF ACTION**

13 **TRESPASS**

14  
15 128. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
16 paragraphs.

17 129. Plaintiff is the owner and/or actual possessor of Plaintiff's Property and other  
18 relevant structures located thereon. Defendants knew, or in the exercise of reasonable  
19 care should have known, that PFOA and/or PFOS contaminates soil, surface and  
20 groundwater, and reclaimed water (including the property and other rights of Plaintiff).  
21

22 130. Defendants failed to properly warn against the use of Fluorosurfactant  
23 Products such that they proximately caused and continue to cause PFAS to contaminate  
24 Plaintiff's Property, including but not limited to its soil, sediment, surface water,  
25 groundwater, reclaimed water, and related structures located thereon.  
26  
27

1 131. The contamination of Plaintiff's Property has varied over time and has not  
2 yet ceased. PFAS continue to migrate onto and enter Plaintiff's Property. The  
3 contamination is reasonably abatable.  
4

5 132. Plaintiff has not consented to, and does not consent to, this trespass or  
6 contamination.  
7

8 133. Defendants knew or reasonably should have known that Plaintiff would not  
9 consent to this trespass.  
10

11 134. Plaintiff was, is, and will continue to be harmed by the entry of Defendants'  
12 Fluorosurfactant Products onto its Property.  
13

14 135. As a direct and proximate result of Defendants' above described acts and  
15 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
16 related to the PFAS contamination of its Property, including but not limited to the  
17 following and for which Plaintiff seeks recovery: investigation, monitoring, treatment,  
18 testing, remediation, removal, filtration, and/or disposal of the PFAS contamination,  
19 operating, maintenance and consulting costs, legal fees, punitive damages, diminution of  
20 property value, and all other equitable and applicable damages.  
21

22 **SIXTH CAUSE OF ACTION**

23 **NEGLIGENCE – FAILURE TO WARN**

24 136. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
25 paragraphs.  
26

27 137. As manufacturers, refiners, formulators, distributors, suppliers, sellers,  
28 marketers, shippers, and/or handlers of Fluorosurfactant Products, and/or as those who

1 assumed or acquired liabilities for the manufacture and sale of Fluorosurfactant Products,  
2 Defendants owed a duty to Plaintiff, as well as to all persons whom Defendants'  
3 Fluorosurfactant Products might foreseeably harm, to exercise due care in the instructing,  
4 labeling, and warning of the handling, control, use, and disposal of Defendants'  
5 Fluorosurfactant Products.  
6

7 138. Despite the fact that Defendants knew that PFOA and PFOS are toxic, can  
8 contaminate soil and water resources, and present significant risks to human health and  
9 the environment, Defendants negligently: (a) designed, manufactured, formulated,  
10 handled, labeled, instructed, controlled, marketed, promoted, and/or sold Fluorosurfactant  
11 Products; (b) issued instructions on how Fluorosurfactant Products should be used and  
12 disposed of; (c) failed to warn the users of Fluorosurfactant Products of the dangers of  
13 soil and water contamination as a result of standard use and disposal of these products;  
14 and (d) failed and refused to issue the appropriate warnings to the users of  
15 Fluorosurfactant Products regarding the proper use and disposal of these products,  
16 notwithstanding the fact that Defendants knew, or could determine with reasonable  
17 certainty, the identity of the purchasers of their Fluorosurfactant Products. As a result of  
18 these acts and omissions, PFAS entered and contaminate Plaintiff's Property.  
19  
20  
21

22 139. Plaintiff was a foreseeable victim of the harm caused by Defendants'  
23 Fluorosurfactant Products.  
24

25 140. A reasonable manufacturer, seller, or distributor, under the same or similar  
26 circumstances would have warned of the danger or instructed on the safe use of  
27 Fluorosurfactant Products.  
28

1 141. Plaintiff was, is, and will continue to be harmed.

2 142. Defendants' failure to warn or instruct was a substantial factor in causing  
3 Plaintiff's harm.

4  
5 143. Defendants' conduct lacked any care and was an extreme departure from  
6 what a reasonably careful company would do in the same situation to prevent harm to  
7 others and the environment, and thus Defendants were grossly negligent.

8  
9 144. As a direct and proximate result of Defendants' above described acts and  
10 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
11 related to the PFAS contamination of its Property, including but not limited to the  
12 following and for which Plaintiff seeks recovery: investigation, monitoring, treatment,  
13 testing, remediation, removal, filtration, and/or disposal of the PFAS contamination,  
14 operating, maintenance and consulting costs, legal fees, punitive damages, diminution of  
15 property value, and all other equitable and applicable damages.  
16

17 **SEVENTH CAUSE OF ACTION**

18 **NEGLIGENCE – FAILURE TO RECALL**

19  
20 145. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
21 paragraphs.

22 146. As manufacturers, refiners, formulators, distributors, suppliers, sellers,  
23 marketers, shippers, and/or handlers of Fluorosurfactant Products, and/or as those who  
24 assumed or acquired liabilities for the manufacture and sale of Fluorosurfactant Products,  
25 Defendants owed a duty to Plaintiff, as well as to all persons whom Defendants'  
26 Fluorosurfactant Products might foreseeably harm, to exercise due care in the instructing,  
27



1 labeling, and warning of the handling, control, use, and disposal of Defendants'  
2 Fluorosurfactant Products.

3 147. Defendants' Fluorosurfactant Products were designed, manufactured,  
4 marketed, distributed and sold without adequate warning of toxicity, potential human  
5 health risks and environmental hazards.  
6

7 148. Defendants were negligent by not using reasonable care to warn or instruct  
8 about the risks associated with their Fluorosurfactant Products.  
9

10 149. Defendants knew or reasonably should have known that their  
11 Fluorosurfactant Products were dangerous or likely to be dangerous when used or  
12 misused in a reasonably foreseeable manner.

13 150. Defendants knew or reasonably should have known that users and third  
14 parties would not realize the dangers.  
15

16 151. Defendants became aware of the human health risks and environmental  
17 hazards presented by their Fluorosurfactant Products by no later than the year 2000.

18 152. Despite the fact that Defendants became aware of the human health risks and  
19 environmental hazards presented by their Fluorosurfactant Products by no later than the  
20 year 2000, Defendants (a) failed to recall and/or warn the users of Fluorosurfactant  
21 Products of the dangers of soil and water contamination as a result of standard use and  
22 disposal of these products; and (b) failed and refused to issue the appropriate warnings  
23 and/or recalls to the users of Fluorosurfactant Products regarding the proper use and  
24 disposal of these products, notwithstanding the fact that Defendants knew, or could  
25  
26  
27

1 determine with reasonable certainty, the identities of the purchasers of their  
2 Fluorosurfactant Products.

3 153. Plaintiff was a foreseeable victim of the harm caused by Defendants'  
4 Fluorosurfactant Products.  
5

6 154. A reasonable manufacturer, seller, or distributor, under the same or similar  
7 circumstances would have warned of the dangers or instructed on the safe use of  
8 Fluorosurfactant Products.  
9

10 155. Plaintiff was, is, and will continue to be harmed as a result of Defendants'  
11 negligence.

12 156. Defendants' failure to recall their Fluorosurfactant Products was a substantial  
13 factor in causing Plaintiff's harm.  
14

15 157. Defendants' conduct lacked any care and was an extreme departure from  
16 what a reasonably careful company would do in the same situation to prevent harm to  
17 others and the environment, and thus Defendants were grossly negligent.

18 158. As a direct and proximate result of Defendants' above described acts and  
19 omissions, Plaintiff has incurred, continues to incur, and/or will incur costs and damages  
20 related to the PFAS contamination of its Property, including but not limited to the  
21 following and for which Plaintiff seeks recovery: investigation, monitoring, treatment,  
22 testing, remediation, removal, filtration, and/or disposal of the PFAS contamination,  
23 operating, maintenance and consulting costs, legal fees, punitive damages, diminution of  
24 property value, and all other equitable and applicable damages.  
25  
26  
27  
28

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF THE UNIFORM FRAUDULENT TRANSFER ACT**  
3 **(AGAINST UFTA DEFENDANTS ONLY)**

4 159. Plaintiff realleges and reaffirms all allegations set forth in the preceding  
5 paragraphs.

6 160. Plaintiff seeks equitable and other relief pursuant to the Uniform Fraudulent  
7 Transfer Act (“UFTA”), as adopted by the State of Arizona in A.R.S. §§ 44-1001, et seq.,  
8 against Old DuPont, The Chemours Company, The Chemours Company FC, LLC,  
9 Corteva, Inc., and New DuPont (collectively, the “UFTA Defendants”).  
10

11 161. Pursuant to A.R.S. § 44-1004, “[a] transfer made or an obligation incurred by  
12 a debtor is voidable as to a creditor, whether the claim of the creditor arose before, or  
13 within a reasonable time not to exceed four years after, the transfer was made or the  
14 obligation was incurred, if the debtor made the transfer or incurred the obligation as  
15 follows:  
16

- 17
- 18 a. With actual intent to hinder, delay, or defraud any creditor of the debtor;
  - 19 b. Without receiving a reasonably equivalent value in exchange for the  
20 transfer or obligation and the debtor either:
    - 21 i. Was engaged or was about to engage in a business or a transaction  
22 for which the remaining assets of the debtor were unreasonably  
23 small in relation to the business or transaction.  
24
- 25  
26  
27

1 ii. Intended to incur, or believed or reasonably should have believed  
2 that the debtor would incur, debts beyond the debtor’s ability to pay  
3 as they became due.”  
4

5 162. Further, A.R.S. § 44-1004 states that, “[i]n determining actual intent under  
6 subsection A, paragraph 1, consideration may be given, among other factors, to whether:  
7 [...] before the transfer was made or obligation was incurred, the debtor had been sued or  
8 threatened with suit; the transfer was of substantially all of the debtor’s assets; [...] the  
9 value of the consideration received by the debtor was reasonably equivalent to the value  
10 of the asset transferred or the amount of the obligation incurred; [and] the transfer  
11 occurred shortly before or shortly after a substantial debt was incurred.”  
12

13 163. Upon information and belief, in February 2014, Old DuPont formed The  
14 Chemours Company as a wholly-owned subsidiary and used it to spin off Old DuPont’s  
15 “Performance Chemicals” business line in July 2015.  
16

17 164. Upon information and belief, at the time of the spinoff, Old DuPont’s  
18 Performance Chemicals division contained the Fluorosurfactant Products business  
19 segments. In addition to the transfer of the Performance Chemicals division, The  
20 Chemours Company accepted broad assumption of liabilities for Old DuPont’s historical  
21 use, manufacture, and discharge of PFAS.  
22

23 165. Upon information and belief, at the time of the transfer of its Performance  
24 Chemicals business to The Chemours Company, Old DuPont had been sued, threatened  
25 with suit and/or had knowledge of the likelihood of litigation to be filed regarding Old  
26  
27

1 DuPont's liability for damages and injuries from the manufacture and sale of  
2 Fluorosurfactant Products.

3  
4 166. The UFTA Defendants acted with actual intent to hinder, delay and to  
5 defraud any creditor of the UFTA Defendants because: (1) they were engaged and or  
6 about to engage in a business for which the remaining assets of The Chemours Company  
7 were unreasonably small in relation to the business and; (2) intended to incur, or believed  
8 or reasonably should have believed or reasonably should have believed that the  
9 Chemours Company would incur, debts beyond its ability to pay as they became due.  
10

11 167. The UFTA Defendants engaged in actions in furtherance of a scheme to  
12 transfer Old DuPont's assets out of the reach of Plaintiff, and other similar parties, that  
13 have been damaged as a result of UFTA Defendants' conduct, omissions, and actions  
14 described herein.  
15

16 168. As a result of the transfer of assets and liabilities described in this Complaint,  
17 the UFTA Defendants have attempted to limit the availability of assets to cover  
18 judgments for all of the liability for damages and injuries from the manufacturing,  
19 marketing, distribution and/or sale of Fluorosurfactant Products.  
20

21 169. Pursuant to A.R.S. §§ 44-1001, et seq., Plaintiff is a creditor seeking  
22 avoidance of the transfer of Old DuPont's liabilities for the claims brought in this  
23 Complaint and to hold the UFTA Defendants liable for any damages or other remedies  
24 that may be awarded by the Court or jury to the Plaintiff in this action.  
25

26 170. Plaintiff further seeks all other rights and remedies that may be available to it  
27 under UFTA, including prejudgment remedies as available under applicable law, as may  
28

1 be necessary to fully compensate Plaintiff for the damages and injuries it has suffered as  
2 alleged in this Complaint.

3  
4 **PUNITIVE DAMAGES**

5 171. Under the applicable laws of the State of Arizona, Plaintiff seeks punitive  
6 damages due to the wanton and willful acts and/or omissions of Defendants as set forth  
7 and alleged throughout this Complaint.

8  
9 **PRAYER FOR RELIEF**

10 Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

- 11 1. Compensatory damages according to proof including, but not limited to:
- 12 a. costs and expenses related to the past, present, and future investigation,  
13 sampling, testing, monitoring, and assessment of the extent of PFAS  
14 contamination on and within Plaintiff's Property;
  - 15 b. costs and expenses related to the past, present, and future treatment,  
16 filtration, and remediation of PFAS contamination of Plaintiff's Property;
  - 17 c. costs and expenses associated with and related to the removal and disposal  
18 of the PFAS contamination from Plaintiff's Property; and
  - 19 d. costs and expenses related to the past, present, and future installation and  
20 maintenance of monitoring mechanisms to assess and evaluate PFAS on  
21 and within Plaintiff's Property;
  - 22 e. natural resource damages;
  - 23 f. Diminished property value;
- 24 2. Disgorgement, restitution, civil penalties and any and all other relief available  
25 pursuant to A.R.S. §§ 44-1528, 1531;
- 26 3. Consequential damages;
- 27 4. Punitive damages;

- 1 5. Costs, disbursements, and attorneys' fees of this lawsuit;  
2 6. Pre-judgment and post-judgment interest; and  
3 7. Any other and further relief as the Court deems just, proper, and equitable.

4 **DEMAND FOR JURY TRIAL**

5 Pursuant to Arizona Rule of Civil Procedure 38, Plaintiff demands a jury trial.

6  
7 DATED: May 26, 2023

8 Respectfully submitted,

9  
10 

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