

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

CITY OF STUART, FLORIDA,

*Plaintiff,*

*-against -*

3M COMPANY, f/k/a Minnesota Mining and Manufacturing Co., TYCO FIRE PRODUCTS L.P., CHEMGUARD, INC., BUCKEYE FIRE EQUIPMENT COMPANY, NATIONAL FOAM, INC., KIDDE-FENWAL, INC., DYNAX CORPORATION, E.I. DU PONT DE NEMOURS AND COMPANY, THE CHEMOURS COMPANY, THE CHEMOURS COMPANY FC, L.L.C., CORTEVA, INC., DUPONT DE NEMOURS, INC., BASF CORPORATION, individually, and as successor in interest to Ciba Inc., and CLARIANT CORPORATION, individually, and as successor in interest to Sandoz Chemical Corporation;

*Defendants.*

MDL No. 2:18-mn-2873-RMG

***This Document Relates to:***  
2:18-cv-03487-RMG

**3M COMPANY’S ANSWER AND  
AFFIRMATIVE DEFENSES TO  
PLAINTIFF’S SECOND  
AMENDED COMPLAINT**

**3M COMPANY’S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF’S  
SECOND AMENDED COMPLAINT**

Defendant 3M Company (“3M”), by and through its attorneys, hereby submits its Answer and Affirmative Defenses to the Second Amended Complaint (“SAC”) filed by Plaintiff City of Stuart, Florida (“Stuart” or “Plaintiff”) in this matter as follows:

## PRELIMINARY STATEMENT

Except as otherwise expressly stated below, 3M answers and responds only to those allegations contained in the SAC that are directed toward it. 3M is without sufficient knowledge or information to form a belief as to the truth of the allegations in SAC that are directed toward other Defendants and/or third parties and, on that basis, denies all such allegations.

For convenience, 3M has organized its Answers to Stuart's allegations by using the headings and subheadings in the SAC. In doing so, 3M does not admit that the headings or subheadings are accurate or appropriate for any purpose in this matter, and specifically denies each and every allegation therein. Any allegation not specifically admitted is denied.

### I. INTRODUCTION

1. Plaintiff City of Stuart owns and operates a public drinking water system and supplies drinking water to thousands of residents and businesses that depend on the City of Stuart for their water needs. Plaintiff seeks to recover by this action the substantial costs necessary to protect the public and restore certain of its water supply wells, which are contaminated by the toxic chemicals per- and polyfluoroalkyl substances ("PFAS"), which include perfluorooctane sulfonate ("PFOS") and perfluorooctanoic acid ("PFOA").

**ANSWER:** 3M admits that perfluorooctane sulfonate ("PFOS") and perfluorooctanoic acid ("PFOA") are sometimes referred to as per- and/or polyfluoroalkyl substances ("PFAS"). 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1 and, on that basis, denies them.

2. PFOS and PFOA are highly toxic and carcinogenic chemicals that are or were components of Aqueous Film Forming Foam ("AFFF"), a firefighting suppressant agent used by the Stuart Fire Rescue, before PFOS- and PFOA-based AFFF was taken off the market.

**ANSWER:** 3M admits that Aqueous Film Forming Foam ("AFFF") is a firefighting suppressing agent and that some formulations of AFFF have contained PFOS and/or PFOA. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 and, on that basis, denies them.

3. In years past, PFOS- and PFOA-based AFFF was used in training and firefighting activities and thereby released and discharged into the environment. The PFOS and PFOA in the AFFF have migrated through the subsurface and into the groundwater, and now contaminate the water in Plaintiff's drinking water wells.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 and, on that basis, denies them.

4. The Defendants in this action manufactured and distributed AFFF and/or fluorosurfactant additives for use in AFFF that contaminated and continue to contaminate Plaintiff's wells and the environment. The Defendants' AFFF and fluorosurfactant additives are believed to include PFOS, PFOA, and/or certain other perfluorinated compounds ("PFCs") that degrade into PFOS or PFOA. (Toxic PFAS that included PFOS, PFOA and the PFCs that degrade into PFOS or PFOA are hereinafter referred to as "Toxic Surfactants.")

**ANSWER:** 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time, including some formulations that contained PFOA or PFOS. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 4 and, on that basis, denies them.

5. Among other things, the manufacturer Defendants knowingly and willfully manufactured, promoted, and sold PFOS- and PFOA-based AFFF and fluorosurfactant additives when they knew or reasonably should have known that these harmful compounds would reach groundwater, pollute drinking water supplies, render drinking water unusable and/or unsafe, and threaten public health and welfare, as they have done with respect to Plaintiff's water supply.

**ANSWER:** The allegations in Paragraph 5 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time, including some formulations that contained PFOA or PFOS. 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations directed at other Defendants and, on that basis, denies them. 3M denies the remaining allegations of Paragraph 5, including on the basis that they are incomplete and/or

incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

6. Plaintiff brings this lawsuit to recover compensatory and punitive damages, including all necessary funds to compensate Plaintiff for the costs of designing, constructing, installing, operating and maintaining the treatment facilities and equipment to remove PFAS, including PFOS and PFOA, from its water supply, for any all costs incurred by Plaintiff complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water and to ensure that the responsible parties bear such expense, rather than Plaintiff, its taxpayers and its ratepayers.

**ANSWER:** Paragraph 6 describes the SAC, which speaks for itself. 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 and, on that basis, denies them.

## **II. PARTIES**

### **Plaintiff**

7. Plaintiff City of Stuart is an incorporated municipality of the State of Florida, with its municipal offices located at 121 SW Flagler Ave Stuart, FL 34994.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 and, on that basis, denies them.

8. Stuart, known as the "Sailfish Capital of the World", is home to more than 17,000 residents as well as businesses, and hosts a thriving tourism industry.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8.

### **Defendants**

9. Defendant 3M Company ("3M") is a Delaware corporation with its principal place of business at 3M Center, St. Paul, Minnesota 55144. 3M does business throughout the United States, including conducting business in Florida. At all times relevant, 3M manufactured, marketed, promoted, distributed, and/or sold AFFF containing PFOA and/or PFOS used to fight fires throughout the country.

**ANSWER:** 3M admits that it is a corporation organized under the laws of Delaware with its principal place of business at 3M Center, St. Paul, Minnesota 55144. 3M further admits that it conducts certain business throughout the United States, including in Florida. In addition, 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time, including some formulations that contained PFOA or PFOS. 3M denies any and all remaining allegations of Paragraph 9 of the Complaint.

10. Beginning before 1970 and until at least 2002, 3M manufactured, distributed and sold AFFF-containing PFAS, which included but was not limited to PFOA and PFOS.

**ANSWER:** 3M admits that, beginning before 1970 and until 2002, it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time, including some formulations that contained PFOA or PFOS. 3M denies any and all remaining allegations in Paragraph 10.

11. 3M designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF. 3M's AFFF was used by Stuart Fire Rescue.

**ANSWER:** 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 11 and, on that basis, denies them.

12. Defendant Tyco Fire Products, LP ("Tyco") is a limited partnership organized and existing under the laws of the State of Delaware, having its principal place of business at One Stanton Street, Marinette, Wisconsin. Tyco does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 and, on that basis, denies them.

13. Tyco manufactures the Ansul brand of products and is the successor-in-interest to the corporation formerly known as The Ansul Company (“Ansul”) (hereinafter, Ansul and/or Tyco as the successor-in-interest to Ansul will be referred to collectively as “Tyco/Ansul”).

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 and, on that basis, denies them.

14. At all times relevant, Tyco/Ansul manufactured, marketed, promoted, distributed, and/or sold fire suppression products, including AFFF, which contained fluorocarbon surfactants containing PFAS.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 and, on that basis, denies them.

15. Beginning in or around 1975, Ansul manufactured and/or distributed and sold AFFF that contained PFAS, which included but was not limited to PFOA and PFOS. After Tyco acquired Ansul in 1990, Tyco/Ansul continued to manufacture, distribute and sell AFFF that contained PFAS, which included but was not limited to PFOA and PFOS.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 and, on that basis, denies them.

16. Tyco/Ansul designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 and, on that basis, denies them.

17. Defendant Chemguard Inc. (“Chemguard”) is a corporation organized under the laws of the State of Texas, with its principal place of business located at One Stanton Street, Marinette, Wisconsin 54143. Chemguard does business throughout the United States, including conducting business in Florida. At all times relevant, Chemguard manufactured, marketed, promoted, distributed, and/or sold AFFF that contained PFOA, PFOS, and other toxic substances.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 and, on that basis, denies them.

18. Chemguard designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 and, on that basis, denies them.

19. Defendant Buckeye Fire Equipment Company (“Buckeye Fire”) is a corporation organized and existing under the laws of the state of Ohio, with its principal place of business at 110 Kings Road, Kings Mountain, North Carolina 28086. Buckeye does business throughout the United States, including conducting business in Florida. At all times relevant, Buckeye Fire manufactured, marketed, promoted, distributed, and/or sold AFFF that contained PFOA, PFOS, and other toxic substances.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 and, on that basis, denies them.

20. Buckeye designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 and, on that basis, denies them.

21. Defendant National Foam, Inc., (a/k/a Chubb National Foam) (collectively “National Foam”) is a Delaware corporation, having a principal place of business at 141 Junny Road, Angier, North Carolina 27501. National Foam is the successor in interest to Angus Fire Armour Corporation, and manufactures the Angus brand of products. National Foam does business throughout the United States, including conducting business in Florida. References to “National Foam” herein shall also refer to AFFF commercially manufactured, marketed and sold under the “Angus” name and “Angus Fire” brand.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 and, on that basis, denies them.

22. At all times relevant, National Foam manufactured, marketed, promoted, distributed, and/or sold fire suppression products, including AFFF, which contained fluorocarbon surfactants containing PFAS.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 and, on that basis, denies them.

23. National Foam designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 and, on that basis, denies them.

24. Defendant Kidde-Fenwal, Inc. (“Kidde”), is a corporation organized under the laws of the State of Delaware, with its principal place of business located at One Financial Plaza, Hartford, Connecticut 06101. Kidde is the successor-in-interest to Kidde Fire Fighting, Inc. (f/k/a Chubb National Foam, Inc. f/k/a National Foam System, Inc.). Kidde does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 and, on that basis, denies them.

25. Kidde designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 and, on that basis, denies them.

26. Defendant Dynax Corporation (“Dynax”) is a Delaware Corporation that conducts business throughout the United States, including business in Florida. Its principal place of business is 103 Fairview Park Drive Elmsford, New York, 10523-1544.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 and, on that basis, denies them.

27. In 1991, Dynax Corporation entered the AFFF business, quickly becoming a leading global producer of fluorosurfactants and fluorochemical foam stabilizers used in firefighting foam agents.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 and, on that basis, denies them.

28. Dynax designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 and, on that basis, denies them.

29. Dynax’s fluorosurfactants and fluorochemical foam stabilizers were used in other manufacturers’ AFFF products, including products manufactured by National Foam. National Foam’s AFFF was used by Stuart Fire Rescue.



**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 and, on that basis, denies them.

30. Defendant E.I. du Pont De Nemours & Co. is a Delaware Corporation and does business throughout the United States, including conducting business in Florida. Its principal place of business is 974 Centre Road, Wilmington, Delaware 19805.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 and, on that basis, denies them.

31. E.I. du Pont De Nemours & Co. designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 and, on that basis, denies them.

32. Defendant The Chemours Company is a Delaware Corporation and conducts business throughout the United States, including conducting business in Florida. Its principal place of business is 1007 Market Street, Wilmington, Delaware, 19899.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 and, on that basis, denies them.

33. The Chemours Company designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 and, on that basis, denies them.

34. The Chemours Company was incorporated as a subsidiary of E.I. du Pont De Nemours & Co. as of April 30, 2015. From that time until July, 2015, The Chemours Company was a wholly-owned subsidiary of E.I. du Pont De Nemours & Co. In July, 2015, E.I. Du Pont de Nemours & Co. spun off The Chemours Company and transferred to The Chemours Company its “performance chemicals” business line, which includes its fluoroproducts business, distributing shares of The Chemours Company stock to E.I. du Pont De Nemours & Co. stockholders, and The Chemours Company has since been an independent, publicly traded company.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 and, on that basis, denies them.

35. Defendant The Chemours Company FC, L.L.C. is a Delaware Corporation and conducts business throughout the United States including conducting business in Florida. Its principal place of business is 1007 Market Street, Wilmington, Delaware, 19899.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 and, on that basis, denies them.

36. The Chemours Company FC, L.L.C. designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 and, on that basis, denies them.

37. The Chemours Company and The Chemours Company FC, LLC are collectively referred to throughout this Complaint as “Chemours.”

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 and, on that basis, denies them.

38. E.I. du Pont De Nemours & Co. merged with The Dow Chemical Company in August 2017 to create DowDuPont Inc. (DowDuPont). E.I. du Pont De Nemours & Co. and The Dow Chemical Company each merged with wholly-owned subsidiaries of DowDuPont and, as a result, became subsidiaries of DowDuPont. Since that time, DowDuPont has effected a series of separation transactions to separate its businesses into three independent, publicly-traded companies for each of its agriculture, materials science, and specialty products businesses, discussed below.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 and, on that basis, denies them.

39. Defendant Corteva, Inc. (“Corteva”) is a Delaware corporation with its principal place of business at 974 Centre Road, Wilmington, Delaware. Corteva Inc. does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 and, on that basis, denies them.

40. Corteva designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 and, on that basis, denies them.

41. On June 1, 2019, DowDuPont separated its agriculture business through the spinoff of Corteva, Inc.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 and, on that basis, denies them.

42. Corteva, Inc. was initially formed in February 2018. From that time until June 1, 2019, Corteva was a wholly-owned subsidiary of DowDuPont.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 and, on that basis, denies them.

43. On June 1, 2019, DowDuPont distributed to DowDuPont stockholders all issued and outstanding shares of Corteva, Inc. common stock by way of a pro rata dividend. Following that distribution, Corteva, Inc. is the direct parent of E. I. du Pont de Nemours & Co. and holds certain DowDuPont assets and liabilities, including DowDuPont's agriculture and nutritional businesses.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 and, on that basis, denies them.

44. Defendant DuPont de Nemours, Inc. (f/k/a DowDuPont Inc.) is a Delaware corporation with its principal place of business at 974 Centre Road, Wilmington, Delaware 19805. DuPont de Nemours, Inc. does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 and, on that basis, denies them.

45. DuPont de Nemours, Inc. designed, distributed, manufactured and/or sold AFFF-containing PFAS and/or PFAS constituents in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 and, on that basis, denies them.

46. On June 1, 2019, DowDuPont, the surviving entity after the spin-off of Corteva, Inc. and of another entity known as Dow, Inc., changed its name to DuPont de Nemours, Inc., to be known as DuPont (New DuPont). New DuPont retained assets in the specialty products business

lines following the above described spin-offs, as well as the balance of the financial assets and liabilities of E.I DuPont not assumed by Corteva, Inc.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 and, on that basis, denies them.

47. Defendants E. I. du Pont de Nemours and Company; The Chemours Company; The Chemours Company FC, LLC; Corteva, Inc.; and DuPont de Nemours, Inc. are collectively referred to as “DuPont” throughout this Complaint.

**ANSWER:** 3M admits that Plaintiff purports to use the term “DuPont” in its complaint as defined in Paragraph 47.

48. Some or all of the AFFF manufactured and sold by the Defendants contained fluorosurfactants manufactured and sold by DuPont.

**ANSWER:** 3M denies the allegations of Paragraph 48 as they pertain to 3M. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 48 and, on that basis, denies them.

49. Defendant BASF Corporation (“BASF”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 100 Park Avenue, Florham Park, New Jersey 07932. On information and belief, on or about 2008, BASF acquired Ciba, Inc. (f/k/a Ciba Specialty Chemicals Corporation) and is the successor-in-interest to Ciba, Inc. BASF does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 and, on that basis, denies them.

50. BASF has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their chemical precursors for use in manufacturing the fluorosurfactants used in AFFF products.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 and, on that basis, denies them.

51. BASF’s component products were used in other manufacturers’ AFFF products, including products manufactured by National Foam. National Foam’s AFFF, among others, was used by Stuart Fire Rescue.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 and, on that basis, denies them.

52. Defendant Clariant Corporation (“Clariant”) is a corporation organized and existing under the laws of New York, with its principal place of business at 4000 Monroe Road, Charlotte, North Carolina 28205. Clariant does business throughout the United States, including conducting business in Florida.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 and, on that basis, denies them.

53. On information and belief, Clariant is the successor in interest to the specialty chemicals business of Sandoz Chemical Corporation (“Sandoz”). On information and belief, Sandoz spun off its specialty chemicals business to form Clariant in 1995.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 and, on that basis, denies them.

54. Clariant designed, manufactured, marketed, distributed, and sold PFCs containing PFOS, PFOA, and/or their chemical precursors for use in manufacturing the fluorosurfactants used in AFFF products, including fluorosurfactants for Dynax.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 and, on that basis, denies them.

55. 3M Company; Tyco Fire Products L.P; Chemguard, Inc.; Buckeye Fire Equipment Company; National Foam, Inc.; Kidde-Fenwal, Inc.; Dynax, Inc.; E.I. Du Pont de Nemours and Company; The Chemours Company; The Chemours Company FC, LLC; Corteva, Inc.; DuPont de Nemours, Inc.; BASF Corporation; and Clariant Corporation; are collectively referred to as “Defendants.”

**ANSWER:** 3M admits that Plaintiff purports to use the term “Defendants” in its complaint as defined in Paragraph 55.

56. Defendants, among other things: (a) designed, manufactured, formulated, promoted, marketed, sold, and/or otherwise supplied (directly or indirectly) PFAS-containing AFFF and/or PFAS additives for use in AFFF that was released into areas affecting Plaintiff’s water supply, such that AFFF-related PFAS have contaminated Plaintiff’s water supply; (b) acted with actual or constructive knowledge that PFAS-containing AFFF and/or PFAS additives for use in AFFF would be released into areas affecting Plaintiff’s water supply; (c) are legally responsible for and committed each of the multiple tortious and wrongful acts alleged in this Complaint; and (d) promoted PFAS-containing AFFF and/or PFAS additives for use in AFFF, despite the

availability of reasonable alternatives and their actual or constructive knowledge that the contamination alleged in this Complaint would be the inevitable result of their conduct.

**ANSWER:** The allegations in Paragraph 56 state legal conclusions to which no response is required. To the extent a further response is required, 3M lacks information or information sufficient to form a belief as to the truth of allegations directed at other Defendants and, on that basis, denies them. 3M denies that it is legally responsible for and that it committed any of the “tortious or wrongful acts” alleged in the FAC, and denies any and all remaining allegations in Paragraph 56.

57. When reference is made in this Complaint to any act or omission of any of the Defendants, it shall be deemed that the officers, directors, agents, employees, or representatives of the Defendants committed or authorized such act or omission, or failed to adequately supervise or properly control or direct their employees while engaged in the management, direction, operation, or control of the affairs of Defendants, and did so while acting within the scope of their duties, employment, or agency.

**ANSWER:** Paragraph 57 describes the SAC, which speaks for itself. In addition, Paragraph 57 states legal conclusions to which no response is required. To the extent any further response may be required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations directed at other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations in Paragraph 57.

58. Any and all references to a Defendant or Defendants in this Complaint include any predecessors, successors, parents, subsidiaries, affiliates, and divisions of the named Defendants.

**ANSWER:** Paragraph 58 describes the SAC, which speaks for itself. 3M further states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding its predecessors, successors, parents, subsidiaries, affiliates, and divisions and, on that basis, denies the allegations to the extent they are calling for a response on behalf of 3M’s predecessors, successors, parents, subsidiaries, affiliates, and divisions. 3M has and will continue to construe any reference to “3M” as being limited to 3M Company. 3M further states that it lacks

knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 58 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations in Paragraph 58.

### **III. JURISDICTION AND VENUE**

59. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the Plaintiff and all the Defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

**ANSWER:** The allegations in Paragraph 59 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59 and, on that basis, denies them.

60. Plaintiff is direct-filing this Second Amended Complaint in the United States District Court for the District of South Carolina as permitted by Case Management Orders Nos. 3D & 3E entered by this Court in In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873-RMG.

**ANSWER:** Paragraph 60 describes the SAC, which speaks for itself.

61. The United States District Court for the Southern District of Florida is the proper venue of origin where Plaintiff's claims could have otherwise been brought pursuant to 28 U.S.C. § 1391.

**ANSWER:** The allegations in Paragraph 61 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61 and, on that basis, denies them.

62. The United States District Court for the Southern District of Florida is the proper "Home Venue" because, based on information and belief, each Defendant is a corporation or other business that has sufficient minimum contacts in Florida or otherwise intentionally avails itself of the Florida market either through the distribution or sale of AFFF products in the State of Florida so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of fair play and substantial justice.

**ANSWER:** The allegations in Paragraph 62 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 and, on that basis, denies them.

63. Further, Venue is also proper in the United States District Court for the Southern District of Florida under 28 U.S.C. § 1391(b)(2) because the events, omissions, and harms that are the basis of Plaintiff's claims occurred in substantial part in this judicial district.

**ANSWER:** The allegations in Paragraph 63 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63 and, on that basis, denies them.

64. Plaintiff brings causes of action based solely on and arising under Florida Law. The claims of Plaintiff are for violations of Florida law that occurred exclusively in the State of Florida.

**ANSWER:** Paragraph 64 describes the SAC, which speaks for itself. To the extent a response is required, 3M denies that it committed violations of Florida law. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 64 and, on that basis, denies them.

#### **IV. GENERAL SACTUAL ALLEGATIONS**

##### **A. PFOA and PFOS, Their Chemical Characteristics, and Risk in Groundwater**

65. Poly- and perfluoroalkyl [*sic*] substances (collectively "PFAS compounds") are terms used to describe a group of organic fluorinated [*sic*] alkanes. PFAS compounds have been used for decades to produce products that are heat resistant, stain resistant, long lasting, and water and oil repellent.

**ANSWER:** 3M admits that there is a family of chemicals sometimes referred to generally as perfluoroalkyl and polyfluoroalkyl substances ("PFAS"). 3M denies the remaining allegations of Paragraph 65 in the complaint, including on the basis that they are incomplete and/or incorrect



descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

66. There are six long-chain PFAS compounds, which are divided into two sub-categories: (1) long-chain perfluoroalkyl [*sic*] carboxylic acids (PFCAs) like PFOA, and (2) perfluoroalkane sulfonates (PFSAs), including perfluorohexane sulfonate (PFHxS) and PFOS. PFOS and PFOA compounds are the most toxic manmade chemicals of the PFAS family.

**ANSWER:** 3M denies the allegations in the first sentence of Paragraph 66 as stated, including on the basis that “long-chain PFAS compounds” is undefined. 3M further denies the allegations in the second sentence of Paragraph 66.

67. PFOS and PFOA are characterized by a carbon-fluorine (“C-F”) bond that is one of the strongest chemical bonds that occurs. PFOS and PFOAs are extremely persistent in the environment and in the human body, and have the potential to bioaccumulate and biomagnify in wildlife. Bioaccumulation appears to be related to the length of the C-F chain; as the size of the chain increases, the compound becomes more bioaccumulative.

**ANSWER:** 3M admits the allegations in the first sentence of Paragraph 67. 3M further admits that, under certain circumstances, PFOS and PFOA may resist degradation in the environment and may bioaccumulate in certain organisms. 3M denies the remaining allegations in Paragraph 67, including on the basis that they are incomplete and/or inaccurate descriptions of complex scientific and technical matters and therefore, the proper subject of expert testimony.

68. PFOS and PFOA have unique characteristics that cause extensive and persistent environmental contamination. Specifically, they are (1) mobile—that is, because they do not adsorb (stick) to soil particles, they are readily transported through the soil and into groundwater where they can migrate long distances; and (2) persistent—that is, they do not readily biodegrade or chemically degrade in the environment or in conventional treatment systems for drinking water. In short, once PFOS and/or PFOA are applied, discharged, disposed of, or otherwise released onto land, those compounds migrate through the subsurface and into groundwater, resist natural degradation, and are difficult and costly to remove from water.

**ANSWER:** 3M admits that, under certain circumstances, PFOS and PFOA may be mobile in certain environmental media to varying degrees and may resist degradation in the environment. 3M denies the remaining allegations of Paragraph 68, including on the basis that they are

incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

69. PFOA and PFOS contamination presents a significant threat to public health and welfare. PFOA is readily absorbed in the body after consumption or inhalation, and it accumulates primarily in the blood stream, kidney, and liver. Studies have shown that exposure to fluorochemicals that contain eight carbons or more (“C8”), such as PFOS and PFOA, may cause testicular cancer, kidney cancer, and liver damage in adults, as well as developmental effects to fetuses during pregnancy or to breast-fed infants, including low birth weight, accelerated puberty, and skeletal variations.

**ANSWER:** 3M denies that PFOA and PFOS contamination presents a “significant threat to public health and welfare.” 3M further answers that Paragraph 69 purports to refer to certain unidentified “studies.” These “studies” speak for themselves, and 3M denies any characterization of these studies by Plaintiff. 3M denies any and all remaining allegations in Paragraph 69 as stated, including on the basis that they are incomplete and/or inaccurate descriptions of complex scientific and technical matters and therefore, the proper subject of expert testimony.

70. There also have been studies linking C8s with autoimmune and endocrine disorders, elevated cholesterol, increased liver enzymes, decreased vaccination response, thyroid disease, and pregnancy-induced hypertension and preeclampsia (a serious pregnancy complication). These injuries may arise within months or years after exposure to PFOS or PFOA.

**ANSWER:** Paragraph 70 purports to refer to certain unidentified “studies.” These “studies” speak for themselves and 3M denies any characterization of such “studies” by Plaintiff. 3M denies any and all remaining allegations in Paragraph 70 as stated, including on the basis that they are incomplete and/or inaccurate descriptions of complex scientific and technical matters and therefore, the proper subject of expert testimony.

71. Under the U.S. Environmental Protection Agency’s (“EPA”) Guidelines for Carcinogen Risk Assessment, there is “Suggestive Evidence of Carcinogenic Potential” for PFOS and PFOA in humans.<sup>1</sup>

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<sup>1</sup> U.S. Environmental Protection Agency Office of Water Health and Ecological Criteria Division, Drinking Water Health Advisory for Perfluorooctanoic Acid (PFOA) (May 2016), [https://www.epa.gov/sites/production/files/2016-05/documents/pfoa\\_health\\_advisory\\_final-plain.pdf](https://www.epa.gov/sites/production/files/2016-05/documents/pfoa_health_advisory_final-plain.pdf)

**ANSWER:** Paragraph 71 purports to refer to the EPA's Guidelines for Carcinogen Risk Assessment, which speaks for itself. 3M denies any characterization of the referenced material by Plaintiff, and denies any and all remaining allegations in Paragraph 71.

**A. Defendants' History of Production of PFOA/PFOS and Commercialization of AFFF**

72. 3M began producing PFOA as part of a process called electrochemical fluorination (ECF) in the 1940s. This process results in a product that contains and/or breaks down into compounds containing PFOA and/or PFOS.

**ANSWER:** 3M admits that it began producing PFOA using the ECF process in the 1940s. 3M denies any and all remaining allegations in Paragraph 72, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

73. For most of the past 30 years, the primary manufacturer of PFOS and PFOA has been 3M, through its supply of AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73 as stated and, on that basis, denies them.

74. In the 1960s, 3M began developing AFFF, which was created to extinguish Class B fires that are fueled by flammable liquid and particularly difficult to fight using traditional methods of extinguishing fires. Class B fires cannot be safely extinguished with water.

**ANSWER:** 3M admits that it contributed to the development of Class B AFFF products by researchers at the United States Naval Research Laboratory in the 1960s, and that AFFF is designed to extinguish Class B flammable liquid fires. 3M further admits that water does not extinguish Class B fires. 3M lacks knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 74 as stated and, on that basis, denies them.

75. AFFFs are synthetically formed by combining fluorine free hydrocarbon foaming agents with highly fluorinated surfactants. When mixed with water, a solution forms producing aqueous film that spreads across the surface of a hydrocarbon fuel. This film formation feature is what provides the fire extinguishment.

**ANSWER:** 3M admits that AFFF products are typically formed by combining hydrocarbon foaming agents with fluorinated surfactants. 3M further admits that when mixed with water, the resulting solution achieves the interfacial tension characteristics needed to produce an aqueous film that spreads across the surface of a hydrocarbon fuel to extinguish the flame and form a vapor barrier between the fuel and atmospheric oxygen to prevent reignition. 3M denies any and all remaining allegations in Paragraph 75.

76. 3M manufactured, marketed, and sold AFFF and the raw materials for production of AFFF from the 1960s to the early 2000s.

**ANSWER:** 3M admits that it manufactured, marketed, and sold various AFFF products from the 1960s until 2002. 3M denies any and all remaining allegations in Paragraph 76.

77. National Foam and Tyco/Ansul began to manufacture, market, and sell AFFF in the 1970s.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 and, on that basis, denies them.

78. Angus Fire and Chemguard began to manufacture, market, and sell AFFF in the 1990s.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 and, on that basis, denies them.

79. Dynax began to manufacture, market, and sell the raw materials for production of AFFF in the 1990s and quickly became a leading global producer of fluorosurfactants and fluorochemical foam stabilizers used in firefighting foam agents.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 and, on that basis, denies them.

80. Buckeye began to manufacture, market, and sell AFFF in the 2000s.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 and, on that basis, denies them.

81. After its creation in the 1960s and entrance into the commercial market, AFFF was utilized by the Department of Defense and the US Navy to extinguish fuel-based fires during routine military drills. AFFF was also used in hundreds of bases across the country.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 81 and, on that basis, denies them.

82. Beginning in 1951, DuPont began purchasing PFOA from 3M for use in the manufacturing process for its name-brand product Teflon®, commonly known for its use as a coating for non-stick cookware.

**ANSWER:** 3M admits that it sold PFOA to DuPont at certain times. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 82 and, on that basis, denies them.

83. In 2000, 3M announced it would phase out and find substitutes for its PFOS chemistry.

**ANSWER:** Paragraph 83 purports to refer to documents or statements attributed to 3M. Those documents or statements speak for themselves and 3M denies any characterization of such referenced material by Plaintiff. 3M denies any and all remaining allegations in Paragraph 83.

84. In 2001, DuPont became a founding member of the Fire Fighting Foam Coalition (“FFFC”).

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84 and, on that basis, denies them.

85. In part, through its involvement in the FFFC, DuPont actively marketed its fluorosurfactants to AFFF manufacturers for use in the production of AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 and, on that basis, denies them.

86. Some or all of the AFFF manufactured and sold by the Defendants contained fluorosurfactants manufactured and sold by DuPont.

**ANSWER:** 3M denies that it manufactured or sold AFFF containing fluorosurfactants manufactured or sold by DuPont. 3M further states that it lacks knowledge or information

sufficient to form a belief as to the truth of allegations in Paragraph 86 directed to other Defendants and, on that basis, denies them.

87. In response to pressure from the United States Environmental Protection Agency (“EPA”), 3M began to phase out production of PFOS and PFOA products in 2000.

**ANSWER:** 3M admits that it voluntarily phased out the production of its perfluorooctanyl chemistry, including PFOS and PFOA, beginning in 2000. 3M denies the remaining allegations of Paragraph 87.

88. On May 16, 2000, 3M issued a news release asserting that “our products are safe,” citing the company’s “principles of responsible environmental management” as the reason to cease production.

**ANSWER:** The allegations of Paragraph 88 purport to refer to an announcement attributed to 3M. Any such announcement speaks for itself, and 3M denies any characterization of that announcement by Plaintiff.

89. On the same day as 3M’s phase out announcement, an EPA press release stated: “3M data supplied to EPA indicated that these chemicals are very persistent in the environment, have a strong tendency to accumulate in human and animal tissues and could potentially pose a risk to human health and the environment over the long term.”

**ANSWER:** The allegations of Paragraph 89 purport to refer to a press release attributed to the EPA. Any such press release speaks for itself, and 3M denies any characterization of that announcement by Plaintiff.

90. In a memo explaining its decision, EPA stated that PFOS “appears to combine Persistence, Bioaccumulation, and Toxicity property to an extraordinary degree.”

**ANSWER:** The allegations of Paragraph 90 purport to refer to a memo attributed to the EPA. Any such press release speaks for itself, and 3M denies any characterization of that announcement by Plaintiff.

91. After 3M exited the AFFF market, the remaining Defendants continued to manufacture and sell AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 and, on that basis, denies them.

92. The Defendants knew their customers warehoused large stockpiles of AFFF and touted the shelf-life of AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 92 directed to other Defendants and, on that basis, denies them. 3M denies the remaining allegations of Paragraph 92.

93. While the Defendants phased out production or transitioned to new formulas of AFFF, they did not instruct users of AFFF that they should not use AFFF that contained PFOS, PFOA, PFNA and/or PFHxS, and/or their precursors.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 93 directed to other Defendants and, on that basis, denies them. 3M denies the allegations in Paragraph 93 they presume any legal obligation or requirement to instruct users of AFFF not to use AFFF containing PFOS, PFOA, PFNA and/or PFHxS and/or their precursors. 3M admits that it did not instruct AFFF users not to use its AFFF products after its decision to voluntarily phase out its production of perfluorooctanyl chemistries. 3M denies any and all remaining allegations of Paragraph 93.

94. The Defendants further did not act to remove AFFF from the stream of commerce.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 94 directed to other Defendants and, on that basis, denies them. 3M denies the allegations of Paragraph 94 to the extent they presume any legal obligation to recall any of its AFFF products. 3M admits that it conducted no recall of its AFFF products. 3M denies any and all remaining allegations of Paragraph 94.

95. The Defendants did not warn public entities or others that AFFF would harm the environment, endanger human health, or cause them to incur substantial costs to investigate and clean up contamination of public water drinking wells.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95 directed at other Defendants and, on that basis, denies them. 3M denies that its AFFF products and the components thereof “harm the environment” and “endanger human health.” 3M further denies that it caused, in whole or in part, or is liable for any contamination of public drinking water wells, and denies all remaining allegations in Paragraph 95.

96. Accordingly, for many years after the original sale of AFFF, these AFFF products were and are still being applied directly to the ground, discharged into floor drains and washed into sediments, soils and waters, contamination public drinking water wells and endangering human health.

**ANSWER:** 3M denies that its AFFF products and any components thereof “endanger[] human health.” 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 96 and, on that basis, denies them.

97. The Defendants did not properly instruct users, consumers, public officials or those who were in a position to properly guard against the dangers of PFAS, that they needed to properly dispose of their stockpiles of AFFF or how to properly dispose of AFFF.

**ANSWER:** The allegations in Paragraph 97 state legal conclusions to which no response is required. To the extent a response is required, 3M states that it lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97 directed at other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations in Paragraph 97.

### **1. 3M’s Knowledge of the Dangers of PFAS**

98. In the 1950s, based on its own internal studies, 3M concluded that PFAS are “toxic.”

**ANSWER:** The allegations of Paragraph 98 purport to refer to certain “internal studies” attributed to 3M. Any such studies speak for themselves, and 3M denies any characterization of those studies by Plaintiff. 3M denies any and all remaining allegations, including on the basis that



they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

99. 3M knew as early as the mid-1950s that PFAS bioaccumulate in humans and animals.

**ANSWER:** 3M denies the allegations in Paragraph 99, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

100. By the early 1960s, 3M understood that some PFAS are stable and persist in the environment and that they do not degrade.

**ANSWER:** 3M admits that by the early 1960s, 3M was aware that certain PFAS, under certain circumstances, are biologically and chemically stable. 3M admits that 3M was aware that certain PFAS are 3M denies the allegations in Paragraph 100, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

101. 3M knew as early as 1960 that chemical wastes from its PFAS manufacturing facilities that were dumped to landfills could leach into groundwater and otherwise enter the environment.

**ANSWER:** 3M denies the allegations in Paragraph 101, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

102. An internal memo from 1960 described 3M's understanding that such wastes "[would] eventually reach the water table and pollute domestic wells."

**ANSWER:** The allegations in paragraph 102 purport to refer to an unidentified "internal memo from 1960." Any such "internal memo" speaks for itself, and 3M denies any characterization of this document by Plaintiff. 3M denies any and all remaining allegations in Paragraph 102.

103. As early as 1963, 3M was aware that its PFAS products were stable in the environment and would not degrade after disposal.

**ANSWER:** 3M denies the allegations in Paragraph 103, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

104. 3M began monitoring the blood of its employees for PFAS, as early as 1976, because 3M was concerned about health effects of PFAS.

**ANSWER:** 3M admits that, at certain times, it performed medical surveillance of employees, including monitoring at certain times for organic fluorine levels, and later for certain PFAS compounds, to evaluate potential health effects of those exposures. 3M denies the remaining allegations in Paragraph 104, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

105. 3M documents from 1977 relating to these worker tests further confirm that PFAS bioaccumulate.

**ANSWER:** The allegations in Paragraph 105 purport to refer to several unidentified “3M documents from 1977.” These documents speak for themselves and 3M denies any characterization of these documents by Plaintiff. 3M denies the remaining allegations in Paragraph 105, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

106. By at least 1970, 3M was aware that its PFAS products were hazardous to marine life.

**ANSWER:** 3M denies the allegations in Paragraph 106, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

107. One study of 3M’s PFAS around this time had to be abandoned to avoid severe local pollution of nearby surface waters.

**ANSWER:** The allegations in Paragraph 107 purport to refer to an unidentified “study of 3M’s PFAS.” This study speaks for itself and 3M denies any characterization of this study by Plaintiff. 3M denies the remaining allegations in Paragraph 107, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

108. In 1975, 3M found there was a “universal presence” of PFOA in blood serum samples taken from across the United States.

**ANSWER:** The allegations in Paragraph 108 purport to refer to an unidentified document or statement attributed to 3M. Any such document or statement speaks for itself and 3M denies any characterization of that document or statement by Plaintiff. 3M denies the remaining allegations in Paragraph 108, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

109. Since PFOA is not naturally occurring, this finding reasonably should have alerted 3M to the likelihood that its products were a source of this PFOA—a possibility that 3M considered internally but did not share outside the company.

**ANSWER:** The allegations in Paragraph 109 refer to an unidentified document or statement attributed to 3M. Any such document or statement speaks for itself and 3M denies any characterization of that document or statement by Plaintiff. 3M denies the remaining allegations in Paragraph 109, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

110. This finding also should have alerted 3M to the likelihood that PFOA is mobile, persistent, bioaccumulative, and biomagnifying, as those characteristics would explain the presence of PFOA in blood from 3M’s products.

**ANSWER:** The allegations in Paragraph 110 refer to an unidentified document or statement attributed to 3M. Any such document or statement speaks for itself and 3M denies any characterization of that document or statement by Plaintiff. 3M denies the remaining allegations in Paragraph 110, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

111. Other studies by 3M in 1978 showed that PFOA and PFOS are toxic to monkeys.

**ANSWER:** The allegations in Paragraph 111 purport to refer to several unidentified “studies by 3M in 1978.” These studies speak for themselves and 3M denies any characterization of those “studies” by Plaintiff. 3M denies the remaining allegations in Paragraph 111, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

112. In the late 1970s, 3M studied the fate and transport characteristics of PFOS in the environment.

**ANSWER:** The allegations in Paragraph 112 purport to refer to an unidentified study or unidentified studies by 3M “[i]n the late 1970s.” The referenced material speak for itself and 3M denies any characterization of it by Plaintiff. 3M denies the remaining allegations in Paragraph 112, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

113. 3M resisted calls from its own ecotoxicologists going back to 1979 to perform an ecological risk assessment on PFOS and similar chemicals.

**ANSWER:** The allegations in Paragraph 113 purport to refer to unidentified documents or statements. Any such documents or statements speak for themselves and 3M denies any characterization of such documents or statements by Plaintiff. 3M denies any and all remaining allegations in Paragraph 113.

114. 3M’s own ecotoxicologists continued raising concerns to 3M until at least 1999.

**ANSWER:** The allegations in Paragraph 114 purport to refer to unidentified documents or statements. Any such documents or statements speak for themselves and 3M denies any characterization of such documents or statements by Plaintiff. 3M denies any and all remaining allegations in Paragraph 114.

115. In 1983, 3M scientists opined that concerns about PFAS “give rise to legitimate questions about the persistence, accumulation potential, and ecotoxicity of [PFAS] in the environment.”

**ANSWER:** The allegations in Paragraph 115 purport to refer to unidentified documents or statements. Any such documents or statements speak for themselves and 3M denies any characterization of such documents or statements by Plaintiff. 3M denies any and all remaining allegations in Paragraph 115 as stated, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

116. In 1984, 3M’s internal analyses demonstrated that PFAS were likely bioaccumulating in 3M fluorochemical employees.

**ANSWER:** Paragraph 116 purports to refer to an unidentified analysis attributed to 3M. Any such analyses speak for themselves, and 3M denies any characterization of those analyses by Plaintiff. 3M further deny the allegations of Paragraph 116, including on the basis that they are too vague as to what PFAS compounds are being alleged and on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

117. 3M’s own employees recognized that 3M was concealing known dangers relating to PFAS. For example, in a 1999 resignation letter, an employee stated that “I can no longer participate in the process that 3M has established for the management of [PFAS.] For me, it is unethical to be concerned with markets, legal defensibility and image over environmental safety.”

**ANSWER:** 3M admits that in 1999, Richard Purdy tendered a resignation letter to 3M that includes the quoted language contained in Paragraph 117. This resignation letter speaks for itself

and 3M denies any characterization of the letter by Plaintiff. 3M denies any and all remaining allegations in Paragraph 117, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

118. In response to pressure from the U.S. EPA, 3M began to phase out production of PFOS and PFOA products in 2000.

**ANSWER:** 3M admits that it voluntarily phased out the production of its perfluorooctanyl chemistry, including PFOS and PFOA, beginning in 2000. 3M denies the remaining allegations of Paragraph 118.

119. On May 16, 2000, 3M issued a news release asserting that “our products are safe,” citing the company’s “principles of responsible environmental management” as the reason to cease production.

**ANSWER:** The allegations of Paragraph 119 purport to refer to an announcement attributed to 3M. Any such announcement speaks for itself, and 3M denies any characterization of that announcement by Plaintiff. 3M denies any and all remaining allegations in Paragraph 119.

120. On the same day as 3M’s phase out announcement, an EPA press release stated: “3M data supplied to EPA indicated that these chemicals are very persistent in the environment, have a strong tendency to accumulate in human and animal tissues and could potentially pose a risk to human health and the environment over the long term.”

**ANSWER:** The allegations of Paragraph 120 purport to refer to an announcement attributed to EPA. Any such announcement speaks for itself, and 3M denies any characterization of that announcement by Plaintiff. 3M denies any and all remaining allegations in Paragraph 120.

121. 3M knew or should have known that in their intended and/or common use, products containing PFAS would very likely injure and/or threaten public health and contaminate the environment.

**ANSWER:** The allegations in Paragraph 121 state legal conclusions to which no response is required. To the extent a response is required, 3M denies that allegations in Paragraph 121.

122. Despite overwhelming studies to the contrary, 3M, to this day, publicly claims that “[w]e do not believe that PFOS and PFOA cause harm to human health at levels that are typically found in the environment” and that “[w]e do not believe there is a public health issue related to PFOA and PFOS.”

**ANSWER:** The allegations in Paragraph 122 purport to refer to unidentified documents or statements. Any such documents or statements speak for themselves and 3M denies any characterization of such documents or statements by Plaintiff. 3M denies any and all remaining allegations in Paragraph 122 as stated, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

## **2. Dupont’s Knowledge of the Dangers of PFAS**

123. DuPont company scientists issued internal warnings about the toxicity associated with their PFOA products as early as 1961.

**ANSWER:** The allegations in Paragraph 123 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123 and, on that basis, denies them.

124. DuPont’s Toxicology Section Chief opined that such products should be “handled with extreme care,” and that contact with the skin should be “strictly avoided.”

**ANSWER:** The allegations in Paragraph 124 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124 and, on that basis, denies them.

125. In 1978, based on information it received from 3M about elevated and persistent fluorine levels in workers exposed to PFOA, DuPont initiated a plan to review and monitor the health conditions of potentially exposed workers in order to assess whether any negative health effects could be attributed to PFOA exposure.

**ANSWER:** The allegations in Paragraph 125 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125 and, on that basis, denies them.

126. This monitoring plan involved obtaining blood samples from the workers and analyzing them for the presence of fluorine.

**ANSWER:** The allegations in Paragraph 126 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126 and, on that basis, denies them.

127. By 1979, DuPont had data indicating that its workers exposed to PFOA had a significantly higher incidence of health issues than did unexposed workers.

**ANSWER:** The allegations in Paragraph 127 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127 and, on that basis, denies them.

128. DuPont did not report this data or the results of its worker health analysis to any government agency or community.

**ANSWER:** The allegations in Paragraph 128 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 128 and, on that basis, denies them.

129. The following year, DuPont internally confirmed that PFOA “is toxic,” that humans accumulate PFOA in their tissue, and that “continued exposure is not tolerable.”

**ANSWER:** The allegations in Paragraph 129 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 129 and, on that basis, denies them.

130. Not only did DuPont know that PFOA accumulates in humans, but it was also aware that PFOA could cross the placenta from an exposed mother to her gestational child.

**ANSWER:** The allegations in Paragraph 130 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 130 and, on that basis, denies them.



131. In fact, DuPont had reported to EPA in March 1982 that results from a rat study showed PFOA crossing the placenta if present in maternal blood, but DuPont concealed the results of internal studies of its own plant workers.

**ANSWER:** The allegations in Paragraph 131 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 131 and, on that basis, denies them.

132. While DuPont knew about this toxicity danger as early as the 1960s, DuPont also was aware that PFAS was capable of contaminating the surrounding environment.

**ANSWER:** The allegations in Paragraph 132 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 132 and, on that basis, denies them.

133. Further, no later than 1984, DuPont was aware that PFOA is biopersistent.

**ANSWER:** The allegations in Paragraph 133 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 133 and, on that basis, denies them.

134. DuPont was long aware that the PFAS it was releasing from its facilities was leaching into groundwater used for public drinking water.

**ANSWER:** The allegations in Paragraph 134 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 134 and, on that basis, denies them.

135. After obtaining data on these releases and the consequent contamination near DuPont's plant in West Virginia, DuPont, in 1984, held a meeting at its corporate headquarters in Wilmington, Delaware, to discuss health and environmental issues related to PFOA (the "1984 Meeting").

**ANSWER:** The allegations in Paragraph 135 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 135 and, on that basis, denies them.

136. DuPont employees who attended the 1984 Meeting discussed available technologies that were capable of controlling and reducing PFOA releases from its manufacturing facilities, as well as potential replacement materials.

**ANSWER:** The allegations in Paragraph 136 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 136 and, on that basis, denies them.

137. DuPont chose not to use either available technologies or replacement materials, despite knowing of PFOA's toxicity.

**ANSWER:** The allegations in Paragraph 137 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 137 and, on that basis, denies them.

138. During the 1984 Meeting, DuPont employees in attendance spoke of the PFOA issue as "one of corporate image, and corporate liability."

**ANSWER:** The allegations in Paragraph 138 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 138 and, on that basis, denies them.

139. They were resigned to DuPont's "incremental liability from this point on if we do nothing" because DuPont was "already liable for the past 32 years of operation."

**ANSWER:** The allegations in Paragraph 139 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139 and, on that basis, denies them.

140. They also stated that the "legal and medical [departments within DuPont] will likely take the position of total elimination" of PFOA use in DuPont's business, and that these departments had "no incentive to take any other position."

**ANSWER:** The allegations in Paragraph 140 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140 and, on that basis, denies them.

141. DuPont’s own Epidemiology Review Board (“ERB”) repeatedly raised concerns about DuPont’s statements to the public that there were no adverse health effects associated with human exposure to PFOA.

**ANSWER:** The allegations in Paragraph 141 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 141 and, on that basis, denies them.

142. For example, in February 2006, the ERB “strongly advise[d] against any public statements asserting that PFOA does not pose any risk to health” and questioned “the evidential basis of [DuPont’s] public expression asserting, with what appears to be great confidence, that PFOA does not pose a risk to health.”

**ANSWER:** The allegations in Paragraph 142 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 142 and, on that basis, denies them.

143. DuPont knew or should have known that in their intended and/or common use, products containing PFAS would very likely injure and/or threaten public health and the environment.

**ANSWER:** The allegations in Paragraph 143 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 143 and, on that basis, denies them.

### **3. Other Defendant’s Knowledge of the Dangers of PFAS**

144. Tyco/Ansul, Chemguard, Buckeye, Kidde/Kidde Fire, Dynax, National Foam/Angus Fire, BASF Corporation, and Clariant Corporation knew, or at the very least should have known, that in their intended and/or common use, their AFFF and/or PFAS products would harm human health and the environment, including causing harm to Plaintiff.

**ANSWER:** The allegations in Paragraph 144 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 144 and, on that basis, denies them.

145. Tyco/Ansul, Chemguard, Buckeye, Kidde/Kidde Fire, Dynax, National Foam/Angus Fire, BASF Corporation, and Clariant Corporation knew, or at the very least should

have known that, their AFFF and/or PFAS products would contaminate Plaintiff's public water supply.

**ANSWER:** The allegations in Paragraph 145 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 145 and, on that basis, denies them.

146. Information regarding PFAS compounds was readily accessible to each of the above-referenced Defendants for decades because each is an expert in the field of AFFF manufacturing and/or the materials needed to manufacture AFFF, and each has detailed information and understanding about the chemical compounds that form AFFF products.

**ANSWER:** The allegations in Paragraph 146 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 146 and, on that basis, denies them.

147. The Firefighting Foam Coalition ("FFFC"), an AFFF trade group, was formed in 2001 to advocate for AFFF's continued viability.

**ANSWER:** The allegations in Paragraph 147 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 147 and, on that basis, denies them.

148. DuPont, which as is described above had extensive knowledge about the toxicity associated with PFAS, was a member of the FFFC.

**ANSWER:** The allegations in Paragraph 148 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 148 and, on that basis, denies them.

149. All of the Defendants, with the exception of 3M, were members of the FFFC ("FFFC Defendants").

**ANSWER:** 3M admits that it was not a member of the FFFC. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 149 and, on that basis, denies them.

150. Through their involvement in the FFFC, as well as a variety of other trade associations and groups, FFFC Defendants shared knowledge and information regarding PFOA.

**ANSWER:** The allegations in Paragraph 150 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 150 and, on that basis, denies them.

151. The FFFC Defendants worked together to protect AFFF from scrutiny.

**ANSWER:** The allegations in Paragraph 151 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 151 and, on that basis, denies them.

152. Their close cooperation included messaging on PFOA's toxicological profile.

**ANSWER:** The allegations in Paragraph 152 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 152 and, on that basis, denies them.

153. The FFFC's efforts were designed to shield its members and the AFFF industry from the detrimental impact of the public and regulators learning about the harms of PFOA to human health and the environment.

**ANSWER:** The allegations in Paragraph 153 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 153 and, on that basis, denies them.

154. FFFC Defendants regularly published newsletters and attended conferences bolstering their AFFF products.

**ANSWER:** The allegations in Paragraph 154 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 154 and, on that basis, denies them.

155. These coordinated efforts by the FFFC Defendants were meant to dispel concerns about the impact AFFF had on the environment and human health. They worked in concert to conceal known risks of their AFFF from the government and public.

**ANSWER:** The allegations in Paragraph 155 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 155 and, on that basis, denies them.

156. FFFC Defendants repeated the same message for years: Only one PFAS chemical, PFOS, had been taken off the market. Since the FFFC Defendants' products did not contain PFOS, they claimed their products were safe.

**ANSWER:** The allegations in Paragraph 156 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156 and, on that basis, denies them.

157. FFFC Defendants knew the use of their AFFF products presented a similar threat to human health and the environment.

**ANSWER:** The allegations in Paragraph 157 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 157 and, on that basis, denies them.

158. While this was known to FFFC Defendants, it was not fully understood by the users of AFFF, the public and Plaintiff.

**ANSWER:** The allegations in Paragraph 158 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 158 and, on that basis, denies them.

#### **4. Dupont's Spinoff of Chemours**

159. In February 2014, DuPont formed The Chemours Company as a wholly-owned subsidiary.

**ANSWER:** The allegations in Paragraph 159 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 159 and, on that basis, denies them.

160. In July 2015, DuPont used Chemours to spin off its "performance chemicals" business line.

**ANSWER:** The allegations in Paragraph 160 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 160 and, on that basis, denies them.

161. At the time of the spinoff, the performance chemicals division consisted of DuPont's Titanium Technologies, Chemical Solutions and Fluorochemicals segments (the "Performance Chemicals Business").

**ANSWER:** The allegations in Paragraph 161 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 161 and, on that basis, denies them.

162. Until the spinoff was complete, Chemours was a wholly-owned subsidiary of DuPont. Although Chemours had a separate board, the board was controlled by DuPont employees.

**ANSWER:** The allegations in Paragraph 162 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162 and, on that basis, denies them.

163. Prior to the spinoff of Chemours, in 2005, DuPont agreed to pay \$10.25 million to resolve eight counts brought by the United States Environmental Protection Agency ("EPA") alleging violations of the Toxic Substances Control Act ("TSCA") and the Resource Conservation and Recovery Act ("RCRA") concerning the toxicity of PFAS compounds. At the time, it was the largest such penalty in history.

**ANSWER:** The allegations in Paragraph 163 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 163 and, on that basis, denies them.

164. DuPont also promised to phase out production and use of PFOA by 2015.

**ANSWER:** The allegations in Paragraph 164 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 164 and, on that basis, denies them.

165. Also in 2005, DuPont settled a class action lawsuit filed on behalf of 70,000 residents of Ohio and West Virginia for \$343 million.

**ANSWER:** The allegations in Paragraph 165 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165 and, on that basis, denies them.

166. Under the terms of the 2005 class action settlement, DuPont agreed to fund a panel of scientists to determine if any diseases were linked to PFOA exposure, to filter local water for as long as C-8 concentrations exceeded regulatory thresholds, and to set aside \$235 million for ongoing medical monitoring of the affected community.

**ANSWER:** The allegations in Paragraph 166 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 166 and, on that basis, denies them.

167. After 8 years, the C-8 Science Panel found several significant diseases, including cancer, linked to PFOA.

**ANSWER:** The allegations in Paragraph 167 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 167 and, on that basis, denies them.

168. Once the spinoff was complete, seven new members of the Chemours board were appointed, for an eight member board of directors of the new public company.

**ANSWER:** The allegations in Paragraph 168 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 168 and, on that basis, denies them.

169. The new independent board appointed upon the completion of the spinoff did not take part in the negotiations of the terms of the separation.

**ANSWER:** The allegations in Paragraph 169 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 169 and, on that basis, denies them.



170. In addition to the transfer of assets, Chemours accepted broad assumption of liabilities for DuPont’s historical use, manufacture, and discharge of PFAS, although the specific details regarding the liabilities that Chemours assumed are set forth in the non-public schedules.

**ANSWER:** The allegations in Paragraph 170 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 170 and, on that basis, denies them.

171. Within the publicly available information about the transfer is the fact that Chemours agreed to indemnify DuPont against, and assumed for itself, all “Chemours Liabilities,” which is defined broadly to include, among other things, “any and all liabilities relating,” “primarily to, arising primarily out of or resulting primarily from, the operation of or conduct of the [Performance Chemicals] Business at any time.”

**ANSWER:** The allegations in Paragraph 171 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 171 and, on that basis, denies them.

172. Chemours agreed to indemnify DuPont against and assume for itself the Performance Chemical Business’s liabilities regardless of: (i) when or where such liabilities arose; (ii) whether the facts upon which they are based occurred prior to, on, or subsequent to the effective date of the spinoff; (iii) where or against whom such liabilities are asserted or determined; (iv) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of law, fraud or misrepresentation by any member of the DuPont group or the Chemours group; and (v) which entity is named in any action associated with any liability.

**ANSWER:** The allegations in Paragraph 172 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 172 and, on that basis, denies them.

173. Chemours agreed to indemnify DuPont from, and assume all, environmental liabilities that arose prior to the spinoff if they were “primarily associated” with the Performance Chemicals Business.

**ANSWER:** The allegations in Paragraph 173 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 173 and, on that basis, denies them.

174. Such liabilities were deemed “primarily associated” if DuPont reasonably determined that 50.1% of the liabilities were attributable to the Performance Chemicals Business.

**ANSWER:** The allegations in Paragraph 174 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 174 and, on that basis, denies them.

175. Chemours also agreed to use its best efforts to be fully substituted for DuPont with respect to “any order, decree, judgment, agreement or Action with respect to Chemours Assumed Environmental Liabilities . . . .”

**ANSWER:** The allegations in Paragraph 175 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 175 and, on that basis, denies them.

176. In addition to the assumption of such liabilities, Chemours also provided broad indemnification to DuPont in connection with these liabilities, which is uncapped and does not have a survival period.

**ANSWER:** The allegations in Paragraph 176 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 176 and, on that basis, denies them.

177. The effect of creation of Chemours was to segregate a large portion of DuPont’s environmental liabilities, including liabilities related to its PFAS chemicals and products.

**ANSWER:** The allegations in Paragraph 177 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 177 and, on that basis, denies them.

178. The consolidation of DuPont’s performance chemical liabilities has potentially limited the availability of funds arising out of DuPont’s liability.

**ANSWER:** The allegations in Paragraph 178 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 178 and, on that basis, denies them.

179. As Chemours explained in its November 2016 SEC filing: “[s]ignificant unfavorable outcomes in a number of cases in the [Ohio] MDL could have a material adverse effect on Chemours consolidated financial position, results of operations or liquidity.”

**ANSWER:** The allegations in Paragraph 179 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 179 and, on that basis, denies them.

180. At the time of the transfer of its Performance Chemicals Business to Chemours, DuPont had been sued, threatened with suit and/or had knowledge of the likelihood of litigation to be filed regarding DuPont’s liability for damages and injuries from the manufacture of PFAS compounds and products that contain PFAS compounds.

**ANSWER:** The allegations in Paragraph 180 are not directed at 3M. To the extent a response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 180 and, on that basis, denies them.

181. Plaintiff’s water supply has been, and continue to be, contaminated in varying amounts over time, as a result of Defendants AFFF containing PFAS and/or PFAS for use in AFFF, causing Plaintiff significant injury and damage.

**ANSWER:** The allegations in Paragraph 181 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 181 and, on that basis, denies them.

**A. The contamination of the Surficial Aquifer**

182. The City of Stuart prides itself on providing its residents and businesses with outstanding drinking water of the highest quality, purity and taste.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 182 and, on that basis, denies them.

183. The City of Stuart obtains its drinking water supply from the Surficial Aquifer, which underlies the City of Stuart.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 183 and, on that basis, denies them.

184. To access the Surficial Aquifer, the City of Stuart relies on a system of 30 interconnected groundwater wells, which transmit raw water to a central Water Treatment Facility.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 184 and, on that basis, denies them.

185. There, the water is aerated, lime softened, settled, filtered, disinfected, and pumped through water distribution mains and service lines into approximately 4,000 residential and 500 commercial connections.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 185 and, on that basis, denies them.

186. Although the Water Treatment Facility contains various technologies to ensure high quality water, it does not contain the specialized filtration technology required to remove PFOS and PFOA from a water supply.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 186 and, on that basis, denies them.

187. Stuart has the ability to pump its wells at varying levels, and to shut off wells if they show an unacceptable level of contaminants.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 187 and, on that basis, denies them.

188. Regardless of how many wells it pumps at any given time, however, Stuart must still provide, on an average, 3.5 million gallons of water a day to its residents and businesses.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 188 and, on that basis, denies them.

189. The Stuart Fire Rescue takes similar pride in its service to the community.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 189 and, on that basis, denies them.

190. The Stuart Fire Rescue is committed to proving the residents of Stuart with the highest level of safety and protection.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 190 and, on that basis, denies them.

191. To accomplish its mission, the Stuart Fire Rescue provides its emergency personnel with extensive education and training on the latest firefighting technology and procedures, including on the use of AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 191 and, on that basis, denies them.

192. For example, Stuart Fire Rescue purchased the Defendants' AFFF, trained its personnel in the use of AFFF, and routinely practiced applying AFFF so that its personnel would be ready to respond in an emergency.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 192 and, on that basis, denies them.

193. Stuart Fire Rescue typically conducted its training sessions in the open space behind its headquarters, located at 800 SE M.L.K. Jr. Blvd., Stuart, FL 34994.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 193 and, on that basis, denies them.

194. Indeed, Stuart Fire Rescue conducted training exercises in or around the property at 800 SE M.L.K. Jr. Blvd. for decades using AFFF manufactured by Defendants.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 194 directed to other Defendants and, on that basis, denies them.

195. Instructions and warning labels affixed to the AFFF containers by the Defendants did not adequately describe the scope of danger associated with storage, use, clean up, and disposal of AFFF, or the procedures necessary for the safe storage, use, clean up, and disposal of AFFF.

**ANSWER:** The allegations in Paragraph 195 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 195 directed to

other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 195.

196. Defendants were aware of the health risks associated with use, disposal and bioaccumulation of AFFF components, but did not warn the users of the AFFF, including City of Stuart and Stuart Fire Rescue.

**ANSWER:** The allegations in Paragraph 196 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 196 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 196.

197. Defendants were aware of the health risks of introducing AFFF into the environment, but did not warn the users of the AFFF, including the City of Stuart and Stuart Fire Rescue.

**ANSWER:** The allegations in Paragraph 197 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 197 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 197.

198. At no time during the relevant period did the Defendants warn Stuart Fire Rescue that the ingredients in the AFFF were persistent, bioaccumulative, and toxic, or that, once introduced into the environment, its chemical components would readily mix with ground water, contaminate the aquifer located beneath Stuart, thereby contaminating the Stuart drinking water and exposing thousands of innocent residents to water contaminated with dangerous chemicals.

**ANSWER:** The allegations in Paragraph 198 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 198 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of

Paragraph 198, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

199. In 2002, 3M ceased production of AFFF manufactured with PFOS due to health and environmental concerns.

**ANSWER:** 3M admits that around 2002 it ceased production of PFOS-containing AFFF. 3M denies the remaining allegations of Paragraph 199, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

200. 3M and the other defendants had known of these dangers for years.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 200 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 200.

201. Even though 3M ceased production of PFOS-based AFFF in 2002, neither 3M nor any other Defendant that used manufactured, sold, distributed and/or redistributed a Toxic Surfactant-based AFFF recalled its dangerous products or warn users of AFFF of its toxic danger, including City of Stuart and Stuart Fire Rescue.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 201 directed to other Defendants and, on that basis, denies them. 3M admits that it voluntarily ceased production of PFOS-containing AFFF in or around 2002 and did not recall its AFFF products. 3M denies the remaining allegations of Paragraph 201, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

202. To the contrary, the other Defendants willingly stepped-in to fill the void left when 3M exited the market.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 202 and, on that basis, denies them.

**A. Plaintiff's Discovery of Toxic Chemicals in Their Drinking Water.**

203. Prior to 2012, municipal water providers, such as the City of Stuart, were not required to test their drinking water for the presence of PFOS or PFOA, and tests for PFOS and PFOA were rare.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 203 and, on that basis, denies them.

204. In 2012, the EPA included PFOS and PFOA in its Third Unregulated Contaminant Monitoring Rule ("UCMR3"), which thereby required certain water providers across the country, including the City of Stuart, to test their water for the presence of PFOS and PFOA at the point of entry to the water distribution system.

**ANSWER:** The allegations of Paragraph 204 purport to refer to a UCMR3 attributed to the EPA. Any such materials speaks for themselves, and 3M denies any characterization of that UCMR3 by Plaintiff. 3M lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 204 and, on that basis, denies them.

205. Plaintiff first learned of the presence of PFOS and PFOA in its water in May 2016 when the Florida Department of Environmental Protection informed the City that the test results taken in response to the "UCMR3" exceeded the Water Health Advisory that the EPA had identified at 70 parts per trillion as recorded at the City's point of entry to the water distribution system.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 205 and, on that basis, denies them.

206. Those tests showed the presence of PFOS and PFOA above the 2016 Health Advisory Levels at the point of entry to the water distribution system.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 206 and, on that basis, denies them.

207. Upon finding PFOS and PFOA at the point of entry to the water distribution system, Plaintiff subsequently tested its individual wells.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 207 and, on that basis, denies them.



208. Plaintiff thereafter learned that several of its wells, especially those in the vicinity of its Fire Rescue Station, had high levels of PFOS and PFOA. Plaintiff immediately took those wells out of production.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 208 and, on that basis, denies them.

209. In addition, Plaintiff also learned that nearly all of its wells had some level of PFOS and/or PFOA.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 209 and, on that basis, denies them.

210. Plaintiff has since determined that the source of the contamination is the use of AFFF at the Stuart Fire Rescue property.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 210 and, on that basis, denies them.

211. As set forth herein, Defendants knowingly manufactured, sold, and distributed dangerous and defective products, failed to provide proper warnings, and failed to recall their products when they took them off the market.

**ANSWER:** The allegations in Paragraph 211 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 211 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 211.

## **V. CAUSES OF ACTION**

### **FIRST CLAIM FOR RELIEF**

#### **Defective Product – Strict Liability Failure to Warn**

212. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-211 of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding Paragraphs.

213. At all times relevant, Defendants were in the business of, among other things, manufacturing, selling, or otherwise distributing AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 213 directed to other Defendants and, on that basis, denies them. 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time. 3M denies any and all remaining allegations of Paragraph 213.

214. At all times relevant to this litigation, Defendants' AFFF and PFAS surfactants for use in AFFF reached their intended consumers and users without substantial change in its condition as designed, manufactured, sold, distributed, labeled and marketed by Defendants.

**ANSWER:** The allegations in Paragraph 214 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 214 and, on that basis, denies them.

215. As manufacturers, sellers, or distributors of a commercial product, the Defendants had a duty to warn of the foreseeable risks associated with the reasonably foreseeable uses of their products.

**ANSWER:** The allegations in Paragraph 215 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 215 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 215.

216. As manufacturers, sellers, or distributors of a commercial product, the Defendants had a duty to provide reasonable instructions on the proper and safe use, storage and disposal of their AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 216 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge

or information sufficient to form a belief as to the truth of allegations in Paragraph 216 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 216.

217. Defendants, as manufacturers, sellers, and distributors of AFFF and/or PFAS surfactants for use in AFFF placed into the stream of commerce, are deemed experts with respect to their product.

**ANSWER:** The allegations in Paragraph 217 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 217 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 217.

218. The generally recognized and prevailing best scientific and medical knowledge at all times relevant demonstrated that the Toxic Surfactants in Defendants' AFFF and/or PFAS surfactants for use in AFFF could contaminate groundwater and local drinking water supplies with toxic and carcinogenic chemicals.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 218 directed to other Defendants and, on that basis, denies them. 3M denies the remaining allegations of Paragraph 218, including on the basis that they are incomplete and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

219. The generally recognized and prevailing best scientific and medical knowledge at all times relevant demonstrated that the Toxic Surfactants in Defendants' AFFF and/or PFAS surfactants for use in AFFF had the capacity to enter the water supply, to persist there for decades, and to cause harm to human health and the environment.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 219 directed to other Defendants and, on that basis, denies them. 3M denies the remaining allegations of Paragraph 219, including on the basis that they are incomplete

and/or incorrect descriptions of complex scientific and technical matters and therefore the proper subject of expert testimony.

220. The Defendants failed to provide warnings of the reasonably foreseeable risk that use of Defendants' AFFF and/or PFAS surfactants for use in AFFF could result in the contamination of groundwater and, ultimately, drinking water supplies.

**ANSWER:** The allegations in Paragraph 220 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 220 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 220.

221. Defendants knew or should have known that the minimal warnings disseminated with their AFFF and/or PFAS surfactants for use in AFFF were inadequate.

**ANSWER:** The allegations in Paragraph 221 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 221 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 221.

222. Adequate instructions and warnings would have reduced or avoided the foreseeable risks of harm posed by Defendants' AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 222 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 222 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 222.

223. Had Defendants provided adequate instructions and warnings, the contamination of the groundwater and drinking water supply with toxic and carcinogenic chemicals would have been reduced or eliminated.

**ANSWER:** The allegations in Paragraph 223 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 223 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 223,.

224. Defendants' failure to provide adequate warnings and instructions renders Defendants' AFFF and/or PFAS surfactants for use in AFFF unreasonably dangerous and defective products.

**ANSWER:** The allegations in Paragraph 224 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 224 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 224.

225. Plaintiff could not have reasonably discovered the defects and risks associated with use of Defendants' AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 225 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 225 and, on that basis, denies them.

226. As a result of Defendants' manufacture, sale, or distribution of a defective product, Defendants are strictly liable in damages to the Plaintiff.

**ANSWER:** The allegations in Paragraph 226 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 226 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 226.

227. As a direct and proximate result of Defendants' failure to warn against the likelihood of contamination from their AFFF and/or PFAS surfactants for use in AFFF, the groundwater and drinking water in and around the City of Stuart became contaminated with PFOS and PFOA.

**ANSWER:** The allegations in Paragraph 227 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 227 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 227.

228. As a direct and proximate result of Defendants' failure to warn of the potential for groundwater and drinking water contamination, the City of Stuart has had to remove some of its wells from service, expend significant sums to investigate the source and extent of the contamination, and expend significant sums to plan for treatment of its water to make it safe.

**ANSWER:** The allegations in Paragraph 228 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 228 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 228.

229. As a direct and proximate result of Defendants' failure to warn of the potential for groundwater and drinking water contamination, the City of Stuart will incur additional costs for the construction of a water treatment facility capable of removing PFOS and PFOA from its water supply, additional costs in the future for the operation and maintenance of that water treatment facility and additional costs complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water.

**ANSWER:** The allegations in Paragraph 229 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 229 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 229.

230. Defendants' distribution of their defective products, despite their knowledge of the defects, including the increased risks of widespread contamination of the groundwater, surface water, and drinking water supplies with toxic and carcinogenic chemicals and the risks to the unsuspecting residents in surrounding areas was so reckless or wanting in care that it constituted a conscious disregard and/or indifference to the life, safety, or rights of the Plaintiff and the residents and businesses who rely on the drinking water that Plaintiff provides.

**ANSWER:** The allegations in Paragraph 230 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 230 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 230.

231. Defendants' conduct was so reckless or wanting in care that it constituted intentional or grossly negligent conduct.

**ANSWER:** The allegations in Paragraph 231 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 231 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 231.

232. Defendants' contamination of the public water supply constituted a public wrong.

**ANSWER:** The allegations in Paragraph 232 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 232 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 232.

## **SECOND CLAIM FOR RELIEF**

### **Negligent Failure to Warn**

233. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-211 of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding Paragraphs 1-211.

234. A product is defective when the foreseeable risks of harm from the product could have been reduced or avoided by providing reasonable instructions or warnings, and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

**ANSWER:** The allegations in Paragraph 234 state legal conclusions as to which no responsive pleading is required.

235. At all times relevant, Defendants were in the business of, among other things, manufacturing, selling, or otherwise distributing AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 235 directed to other Defendants and, on that basis, denies them. 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time. 3M denies any and all remaining allegations of Paragraph 235.

236. At all times relevant to this litigation, Defendants' AFFF and/or PFAS surfactants for use in AFFF reached their intended consumers and users without substantial change in their condition as designed, manufactured, sold, distributed, labeled and marketed by Defendants.

**ANSWER:** The allegations in Paragraph 236 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 236 and, on that basis, denies them.

237. As manufacturers, sellers, or distributors of a commercial product, the Defendants had a duty to warn of the foreseeable risks associated with the reasonably foreseeable uses of their products.

**ANSWER:** The allegations in Paragraph 237 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge



or information sufficient to form a belief as to the truth of allegations in Paragraph 237 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 237.

238. As manufacturers, sellers, or distributors of a commercial product, the Defendants had a duty to provide reasonable instructions on the proper and safe use, storage and disposal of their AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 238 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 238 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 238.

239. Defendants, as manufacturers, sellers, and distributors of AFFF and/or PFAS surfactants for use in AFFF placed into the stream of commerce, are deemed experts with respect to their product.

**ANSWER:** The allegations in Paragraph 239 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 239 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 239.

240. Defendants knew or should have known that the Toxic Surfactants contained in their AFFF and/or PFAS surfactants for use in AFFF could contaminate groundwater and local drinking water supplies with toxic and carcinogenic chemicals.

**ANSWER:** The allegations in Paragraph 240 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 240 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 240.

241. Defendants knew or should have known that the foreseeable storage, use and disposal of the AFFF and/or PFAS surfactants for use in AFFF that they manufactured, sold, and distributed had the capacity to enter the water supply, to persist there for decades, and to cause harm to human health and the environment.

**ANSWER:** The allegations in Paragraph 241 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 241 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 241.

242. The Defendants failed to provide warnings of the reasonably foreseeable risk that use of Defendants' AFFF and/or PFAS surfactants for use in AFFF could result in the contamination of groundwater and, ultimately, drinking water supplies.

**ANSWER:** The allegations in Paragraph 242 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 242 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 242.

243. Defendants knew or should have known that the minimal warnings disseminated with their AFFF and/or PFAS surfactants for use in AFFF were inadequate.

**ANSWER:** The allegations in Paragraph 243 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 243 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 243.

244. Adequate instructions and warnings would have reduced or avoided the foreseeable risks of harm posed by Defendants' AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 244 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 244 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 244.

245. Had Defendants provided adequate instructions and warnings, the contamination of the groundwater and drinking water supply with toxic and carcinogenic chemicals would have been reduced or eliminated.

**ANSWER:** The allegations in Paragraph 245 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 245 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 245.

246. Defendants' failure to provide adequate warnings and instructions renders Defendants' AFFF and/or PFAS surfactants for use in AFFF an unreasonably dangerous and defective product.

**ANSWER:** The allegations in Paragraph 246 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 246 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 246.

247. Plaintiff could not have reasonably discovered the defects and risks associated with the AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 247 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge

or information sufficient to form a belief as to the truth of allegations in Paragraph 247 and, on that basis, denies them.

248. As a result of Defendants' manufacture, sale, or distribution of a defective product, Defendants are liable in damages to the Plaintiff.

**ANSWER:** The allegations in Paragraph 248 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 248 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 248.

249. As a direct and proximate result of Defendants' failure to warn against the likelihood of contamination from their AFFF and/or PFAS surfactants for use in AFFF, the groundwater and drinking water in and around the City of Stuart was contaminated with PFOS and PFOA.

**ANSWER:** The allegations in Paragraph 249 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 249 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 249.

250. As a direct and proximate result of Defendants' failure to warn of the potential for groundwater and drinking water contamination, the City of Stuart has had to remove some of its wells from service, expend significant sums to investigate the source and extent of the contamination, and expend significant sums to plan for treatment of its water to make is safe.

**ANSWER:** The allegations in Paragraph 250 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 250 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 250.

251. As a direct and proximate result of Defendants' failure to warn of the potential for groundwater and drinking water contamination, the City of Stuart will incur additional costs for the construction of a water treatment facility capable of removing PFOS and PFOA from its water supply, additional costs in the future for the operation and maintenance of that water treatment facility and additional costs complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water.

**ANSWER:** The allegations in Paragraph 251 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 251 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 251.

252. Defendants' distribution of their defective products, despite their knowledge of the defects, including the increased risks of widespread contamination of the groundwater, surface water, and drinking water supplies with toxic and carcinogenic chemicals and the risks to the unsuspecting residents in surrounding areas was so reckless or wanting in care that it constituted a conscious disregard and/or indifference to the life, safety, or rights of Plaintiff City of Stuart and the residents and businesses who rely on the drinking water that Plaintiff provides.

**ANSWER:** The allegations in Paragraph 252 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 252 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 252.

253. Defendants' conduct was so reckless or wanting in care that it constituted intentional or grossly negligent conduct.

**ANSWER:** The allegations in Paragraph 253 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 253 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 253.

**THIRD CLAIM FOR RELIEF**

**Defective Product - Design Defect**

254. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-211 of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding Paragraphs 1-211.

255. At all times relevant, Defendants were in the business of, among other things, manufacturing, selling, or otherwise distributing AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 255 directed to other Defendants and, on that basis, denies them. 3M admits that at certain times it manufactured and sold certain AFFF products that contained one or more PFAS as components of finished products whose formulation varied over time. 3M denies any and all remaining allegations of Paragraph 255.

256. As manufacturers, sellers, or distributors, Defendants had a duty to make and/or market AFFF or chemicals for use in AFFF that were free from a defective condition unreasonably dangerous to persons that foreseeably would come into contact with it.

**ANSWER:** The allegations in Paragraph 256 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 256 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 256.

257. Defendants breached that duty because the AFFF and/or PFAS surfactants for use in AFFF that they manufactured, sold or distributed was dangerous to an extent beyond that contemplated by an ordinary consumer when used in its intended and reasonably foreseeable manner.

**ANSWER:** The allegations in Paragraph 257 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge

or information sufficient to form a belief as to the truth of allegations in Paragraph 257 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 257.

258. Defendants, as manufacturers, sellers, and distributors of AFFF and/or PFAS surfactants for use in AFFF placed into the stream of commerce, are deemed experts with respect to their product.

**ANSWER:** The allegations in Paragraph 258 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 258 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 258.

259. Defendants knew or should have known that the Toxic Surfactants contained in their AFFF and/or PFAS surfactants for use in AFFF were toxic and carcinogenic and could lead those exposed to those toxic chemicals and/or their breakdown products to develop serious medical conditions.

**ANSWER:** The allegations in Paragraph 259 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 259 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 259.

260. Defendants knew or should have known that the foreseeable storage, use and disposal of the AFFF and/or PFAS surfactants for use in AFFF that they manufactured, sold, and distributed had the capacity to enter the water supply, to persist there for decades, and to cause harm to human health and the environment.

**ANSWER:** The allegations in Paragraph 260 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 260 directed to

other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 260.

261. Defendants knew or should have known that the foreseeable storage, use and disposal of the AFFF and/or PFAS surfactants for use in AFFF that they manufactured, sold, and distributed would require those who used groundwater in the vicinity of areas where AFFF was stored, used, or released, including Plaintiff, to design, install, operate and maintain costly filtration devices to make the water safe for human use and consumption.

**ANSWER:** The allegations in Paragraph 261 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 261 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 261.

262. The risks of AFFF and/or PFAS surfactants for use in AFFF were not obvious to Plaintiff.

**ANSWER:** 3M lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 262.

263. Plaintiff could not have reasonably discovered the defects and risks associated with use of AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 263 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 263 and, on that basis, denies them.

264. Defendants' AFFF and/or PFAS surfactants for use in AFFF were far more dangerous than an ordinary consumer would expect when used, as designed, in its intended or reasonably foreseeable manner.

**ANSWER:** The allegations in Paragraph 264 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 264 directed to



other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 264.

265. Defendants' AFFF and/or PFAS surfactants for use in AFFF were, therefore, unreasonably dangerous.

**ANSWER:** The allegations in Paragraph 265 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 265 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 265.

266. Defendants' AFFF and/or PFAS surfactants for use in AFFF were, therefore, defective.

**ANSWER:** The allegations in Paragraph 266 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 266 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 266.

267. As a result of Defendants' manufacture, sale, or distribution of a defective product, Defendants are strictly liable in damages to the Plaintiff.

**ANSWER:** The allegations in Paragraph 267 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 267 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 267.

268. As a direct and proximate result of Defendants' manufacture, sale, or distribution of a defective product, the City of Stuart has had to remove some of its wells from service, expend significant sums to investigate the source and extent of the contamination, and expend significant sums to plan for treatment of its water to make is safe for human use and consumption.

**ANSWER:** The allegations in Paragraph 268 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 268 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 268.

269. As a direct and proximate result of Defendants' failure to warn of the potential for groundwater and drinking water contamination, the City of Stuart will incur additional costs for the construction of a water treatment facility capable of removing PFOS and PFOA from its water supply, additional costs in the future to operate and maintain that water treatment facility and additional costs complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water.

**ANSWER:** The allegations in Paragraph 269 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 269 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 269.

270. Defendants' distribution of their defective products, despite their knowledge of the defects, including the increased risks of widespread contamination of the groundwater, surface water, and drinking water supplies with toxic and carcinogenic chemicals and the risks to the unsuspecting residents in surrounding areas was so reckless or wanting in care that it constituted a conscious disregard and/or indifference to the life, safety, or rights of the Plaintiff and the residents and businesses who rely on the drinking water that Plaintiff provides.

**ANSWER:** The allegations in Paragraph 270 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 270 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 270.

271. Defendants' conduct was so reckless or wanting in care that it constituted intentional or grossly negligent conduct.

**ANSWER:** The allegations in Paragraph 271 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 271 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 271.

272. Defendants' contamination of the public water supply constituted a public wrong.

**ANSWER:** The allegations in Paragraph 272 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 272 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 272.

#### **FOURTH CLAIM FOR RELIEF**

##### **Negligence**

273. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-211 of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding Paragraphs 1-211.

274. The Defendants had a duty to manufacture, market, and sell their AFFF and/or PFAS surfactants for use in AFFF in a manner that avoided harm to those who foreseeably would come into contact with it.

**ANSWER:** The allegations in Paragraph 274 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 274 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 274.

275. Defendants knew or should have known that the manufacture of AFFF and/or PFAS surfactants for use in AFFF containing Toxic Surfactants was hazardous to human health and the environment.

**ANSWER:** The allegations in Paragraph 275 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 275 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 275.

276. Defendants further knew or should have known that it was unsafe and/or unreasonably dangerous to manufacture AFFF and/or PFAS surfactants for use in AFFF using Toxic Surfactants because it was a near certainty that the chemicals would migrate from the locations where it is used and contaminate the ground water and drinking water supply in the surrounding areas.

**ANSWER:** The allegations in Paragraph 276 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 276 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 276.

277. Defendants knew or should have known that the Toxic Surfactants used in the manufacture of their AFFF and/or PFAS surfactants for use in AFFF do not degrade, remain in the environment for decades, and bioaccumulate, thereby creating a potential health risk that could last for many years.

**ANSWER:** The allegations in Paragraph 277 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 277 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 277.

278. Plaintiff was a foreseeable victim of the harm caused by Defendants' AFFF and/or PFAS surfactants for use in AFFF.

**ANSWER:** The allegations in Paragraph 278 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 278 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 278.

279. As a result of Defendants' breach of their legal duties, the drinking water wells on which Plaintiff relies to provide potable water to its customers became contaminated with unsafe levels of PFOS and PFOA.

**ANSWER:** The allegations in Paragraph 279 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 279 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 279.

280. Plaintiff will continue to suffer damages and expenses in the future.

**ANSWER:** The allegations in Paragraph 280 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 280 and, on that basis, denies them.

281. Defendants' manufacture, marketing, and sale of AFFF and/or PFAS surfactants for use in AFFF, despite their knowledge of the risks of widespread contamination of the groundwater and drinking water supplies with toxic and carcinogenic chemicals, including Plaintiff's, among other reasons, demonstrates that Defendants' conduct was willful, wanton or reckless, and undertaken with a reckless indifference to the rights of Plaintiff.

**ANSWER:** The allegations in Paragraph 281 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 281 directed to

other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 281.

### **FIFTH CLAIM FOR RELIEF**

#### **Private Nuisance**

282. Plaintiffs hereby incorporate by reference the allegations set forth in paragraphs 1211 of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding Paragraphs 1-211.

283. Defendants' wrongful conduct resulted in the interference with Plaintiff's usufructuary right to the use of groundwater for providing potable water to its customers through the invasion of hazardous and toxic substances into the Plaintiff's wells.

**ANSWER:** The allegations in Paragraph 283 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 283 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 283.

284. The Defendants are liable for a nuisance because their conduct was the legal cause of an invasion of the Plaintiff's interest in the use of groundwater, and the invasion was intentional and otherwise actionable under the rules controlling liability for negligent or reckless conduct.

**ANSWER:** The allegations in Paragraph 284 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 284 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 284.

285. Defendants' negligent, reckless and wanton acts proximately caused Plaintiff's property damage.

**ANSWER:** The allegations in Paragraph 285 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 285 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 285.

286. As a direct and proximate result of the acts and omissions of Defendants, Plaintiff has suffered damages including, but not limited to, the following: (1) loss of the beneficial use of its groundwater for serving water to its customers; and (2) past and/or future costs for appropriate testing to determine contamination and remediation.

**ANSWER:** The allegations in Paragraph 286 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 286 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 286.

287. Defendants' manufacture, marketing, and sale of AFFF and/or PFAS surfactants for use in AFFF, despite their knowledge of the risks of widespread contamination of the groundwater and drinking water wells with toxic and carcinogenic chemicals, including Plaintiff's, among other reasons, demonstrates that Defendants' conduct was willful, wanton or reckless, and undertaken with a reckless indifference to the rights of Plaintiff.

**ANSWER:** The allegations in Paragraph 287 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 287 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 287.

## **SIXTH CLAIM FOR RELIEF**

**Violation of Florida's Uniform Fraudulent Transfer Act  
(E.I. du Pont de Nemours and Company, The Chemours Company, The Chemours  
Company FC, LLC, Corteva, Inc., and DuPont de Nemours, Inc.)**

288. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-211 of this Complaint as if they were set forth at length herein.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

289. Plaintiff seeks equitable and other relief pursuant to the Florida Uniform Fraudulent Transfer Act (“FUFTA”), Fla. Stat. § 726.101, *et seq.*, against E.I. du Pont de Nemours and Company, The Chemours Company, The Chemours Company FC, LLC, Corteva, Inc., and DuPont de Nemours, Inc. (collectively the “FUFTA Defendants”).

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

290. Under the FUFTA, “[a] transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor’s claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation: (a) With actual intent to hinder, delay, or defraud any creditor of the debtor; or (b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor: 1. Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or 2. Intended to incur, or believed or reasonably should have believed that he or she would incur, debts beyond his or her ability to pay as they became due.” Fla. Stat. § 726.105.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

291. The FUFTA Defendants have (a) acted with actual intent to hinder, delay and defraud parties, and/or (b) without receiving a reasonably equivalent value in exchange for the transfer or obligation, and (i) were engaged or were about to engage in a business for which the remaining assets of The Chemours Company were unreasonably small in relation to the business; or (ii) intended to incur, or believed or reasonably should have believed that The Chemours Company would incur, debts beyond its ability to pay as they became due.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

292. The FUFTA Defendants engaged in acts in furtherance of a scheme to transfer E. I. du Pont de Nemours and Company’s assets out of the reach of parties such as Plaintiff that have been damaged as a result of the FUFTA Defendants’ conduct, omissions, and actions described in this Complaint.



**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

293. It is primarily E. I. du Pont de Nemours and Company, rather than The Chemours Company, that for decades manufactured, marketed, distributed and/or sold AFFF containing PFAS and PFAS surfactant for use in AFFF with the superior knowledge that they were toxic, mobile, persistent, bioaccumulative, and biomagnifying, and through normal and foreseen use, would contaminate the Plaintiff's drinking water supply and injure the Plaintiff.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

294. As a result of the transfer of assets and liabilities described in this Complaint, the FUFTA Defendants have attempted to limit the availability of assets to cover judgments for all of the liability for damages and injuries from the manufacturing, marketing, distribution and/or sale of AFFF containing PFAS and PFAS surfactants for use in AFFF.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

295. At the time of the transfer of its Performance Chemicals Business to The Chemours Company, E. I. du Pont de Nemours and Company had been sued, threatened with suit and/or had knowledge of the likelihood of litigation to be filed regarding DuPont's liability for damages and injuries from the manufacturing, marketing, distribution and/or sale of AFFF containing PFAS and/or PFAS compounds for use in AFFF.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

296. The FUFTA Defendants acted without receiving a reasonably equivalent value in exchange for the transfer or obligation, and E. I. du Pont de Nemours and Company believed or reasonably should have believed that The Chemours Company would incur debts beyond The Chemours Company's ability to pay as they became due.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

297. At all times relevant to this action, the claims, judgment and potential judgments against The Chemours Company potentially exceed The Chemours Company's ability to pay.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

298. Pursuant to Fla. Stat. § 726.108, Plaintiff seeks avoidance of the transfer of E. I. du Pont de Nemours and Company's liabilities for the claims brought in this Complaint and to the FUFTA Defendants liable for any damages or other remedies that may be awarded by the Court or jury under this Complaint.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

299. Plaintiff further seeks all other rights and remedies that may be available to it under FUFTA, including prejudgment remedies as available under applicable law, as may be necessary to fully compensate Plaintiff for the damages and injuries she has suffered as alleged in this Complaint.

**ANSWER:** No response is required from 3M because this claim is not asserted against 3M.

## **VI. DAMAGES**

300. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were set forth at length herein.

**ANSWER:** 3M incorporates and realleges, as if fully set forth herein, its responses to the preceding paragraphs.

301. Plaintiff seeks monetary damages for each violation of the First through Sixth Claims for Relief. In particular, Plaintiff seeks monetary damages:

- a. to compensate Plaintiff for the increased costs to obtain drinking water, including the costs of alternative drinking water sources and/or the installation and maintenance of an adequate filtration system;
- b. for any and all costs of complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water;
- c. for such other monetary damages as are required to fully compensate Plaintiff for the losses they have and will continue to suffer as a result of Defendants' conduct;
- d. for delay damages, including pre-judgment and post-judgment interest according to law; and

- e. Plaintiff seeks punitive damages in an amount sufficient to deter Defendants' similar wrongful conduct in the future.

**ANSWER:** The allegations in Paragraph 301 state legal conclusions as to which no responsive pleading is required. To the extent a further response is required, 3M lacks knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 301 directed to other Defendants and, on that basis, denies them. 3M denies any and all remaining allegations of Paragraph 301.

## **VII. PRAYER FOR RELIEF**

Plaintiff City of Stuart seeks judgment against all Defendants for:

1. Compensatory damages arising from PFOA and PFOS contamination of groundwater and drinking water supply wells, including but not limited to:
  - (i) costs of investigation of contamination;
  - (ii) costs of testing and monitoring;
  - (iii) costs of providing water from an alternate source;
  - (iv) costs of installing and maintaining a wellhead treatment and adequate filtration system;
  - (v) costs of installing and maintaining a wellhead protection program;
  - (vi) costs of installing and maintaining an early warning system to detect PFOA and/or PFOS before it reaches Plaintiff's wells;
  - (vii) any other response costs or other expenditures incurred to address PFOA and/or PFOS contamination, including, but not limited to, any and all costs complying with the Florida Department of Environmental Protection plan of remediation arising from PFAS, including PFOS and PFOA, contamination of Plaintiff's groundwater and drinking water; and
  - (viii) interest on the damages according to law;
2. Punitive damages in an amount sufficient to deter Defendants' similar wrongful conduct in the future;
3. Costs (including reasonable attorney fees, court costs, and other expenses of litigation);
4. Prejudgment interest; and
5. Any other and further relief as the Court deems just, proper, and equitable.

**ANSWER:** This paragraph contains legal conclusions to which no response is required.

To the extent an answer may be required to Plaintiff's Prayer for Relief, 3M denies each and every allegation therein and denies that Plaintiff is entitled to any of the relief it seeks.

**VIII. JURY TRIAL DEMANDED**

Plaintiff City of Stuart demands a trial by jury as to all issues and defenses.

**ANSWER:** This paragraph contains legal conclusions to which no response is required.

\* \* \* \* \*

**AFFIRMATIVE AND/OR ADDITIONAL DEFENSES**

3M asserts that Plaintiff's claims are barred, in whole or in part, by the following affirmative and other defenses. By alleging these defenses, 3M does not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiff. Moreover, by alleging these defenses, 3M does not waive its right to assert that Plaintiff has failed to state particular causes of action or that particular causes of action fail as a matter of law. 3M reserves the right to add affirmative and other defenses which become known through discovery or other investigation or become applicable as a result of rulings of the Court or other subsequent events. 3M reserves its right to amend this answer, including its defenses.

1. Plaintiff's claims are barred, in whole or in part, because the SAC, in whole or in part, fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred, in whole or in part, by the government or military contractor doctrine.
3. Plaintiff's claims are barred, in whole or in part, because 3M never owned, operated, or otherwise controlled the facilities, disposal sites, and other purported sources of PFAS or related compounds.
4. Plaintiff's claims are barred, in whole or in part, because 3M is not liable for alleged contamination where chemical compounds not attributable to 3M or to any product sold by 3M exceed state or federal action levels or standards, requiring cleanup regardless of the presence of

PFAS purportedly attributable to 3M.

5. Plaintiff's claims are barred, in whole or in part, because Plaintiff's damages, if any, alleged in the SAC are the result of independent, unforeseeable, superseding, and/or intervening causes.

6. Plaintiff's claims are barred, in whole or in part, to the extent 3M's products were unforeseeably misused or altered.

7. Plaintiff's nuisance claims are barred, in whole or in part, because 3M, as a manufacturer, lacked the necessary control over its products after the point of sale.

8. Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to join necessary and/or indispensable parties without which this action should not proceed and should be dismissed.

9. Plaintiff's claims are barred, in whole or in part, to the extent the principles of res judicata, collateral estoppel, and/or claim splitting apply to this action.

10. Plaintiff's claims are barred, in whole or in part, under the doctrine of Federal Preemption, including without limitation express preemption, implied conflict preemption, and field preemption, pursuant to any applicable statutes, regulations, guidance documents, notices, military specification, and policy statements, enacted and/or promulgated and/or issued by Congress, federal agencies, or the executive branch, including, without limitation, to the extent Plaintiff's claims constitute an impermissible challenge to a response or remediation action under CERCLA, 42 U.S.C. § 9613(h).

11. Plaintiff's claims are barred, in whole or in part, because federal, state, and/or local authorities authorized, ratified, or were aware of and acquiesced in actions by 3M that are the subject of Plaintiff's claims. Furthermore, 3M is not responsible or liable for any acts or omissions

undertaken by, or at the direction of, any governmental authority or agency.

12. Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff's claims or the relief Plaintiff seek are inconsistent with the applicable state or federal regulatory schemes for addressing alleged releases of contamination.

13. Plaintiff's claims are barred, in whole or in part, as moot to the extent remediation has already been or will be completed.

14. Plaintiff's claims are barred, in whole or in part, to the extent that the Plaintiff seeks to retroactively impose liability for conduct that was not actionable at the time it occurred, and 3M may not be held liable under retroactive theories not requiring proof of fault or causation.

15. Plaintiff's claims are barred, in whole or in part, because any alleged levels of contamination did not exceed any applicable laws or binding regulatory standards at the relevant times.

16. Plaintiff's claims are barred, in whole or in part, by applicable statutes of limitations, statutes of repose, and laches.

17. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, and unclean hands.

18. Plaintiff's claims are barred, in whole or in part, by the doctrines of avoidable consequences, open and obvious risk, assumption of risk, voluntary exposure, and acquiescence.

19. Plaintiff's claims are barred, in whole or in part, by the sophisticated purchaser/user, sophisticated/learned intermediary, sophisticated/knowledgeable user, bulk supplier, component part supplier, or other similar or related doctrines.

20. Plaintiff's claims are barred, in whole or in part, because the alleged incident, injuries, and damages of which Plaintiff complains were caused by unforeseeable alteration or

unauthorized, unintended, and/or improper use of products containing particular PFAS or related compounds complained of, and/or as a result of the failure by others to exercise reasonable care, caution, or vigilance for which 3M is not legally liable or responsible.

21. Plaintiff's claims are barred, in whole or in part, because damages of which Plaintiff complains were caused by a change of the products or their material condition and/or unforeseeable and/or improper use of products containing PFAS or related compounds and as a result of failure by others to exercise reasonable care or caution for which 3M is not legally liable or responsible.

22. Plaintiff's claims are barred, in whole or in part, because, at all times relevant, the state of the medical, industrial, and scientific arts was that there was no generally accepted or recognized knowledge of any unsafe, inherently dangerous, hazardous, or defective nature of products containing PFAS or related compounds, so that there was no duty by 3M to know of such character or nature or to warn others. 3M used proper methods in designing, testing, and manufacturing its products in conformity with (i) federal and state regulations, standards, specifications, and laws in effect; (ii) available knowledge and research of the scientific and industrial communities; (iii) generally recognized and prevailing industry standards; and (iv) state of the art in existence at the time the design was prepared and the products were manufactured and tested.

23. Plaintiff's claims are barred, in whole or in part, because 3M did not owe a legal duty to Plaintiff, or, if it owed such a duty, did not breach or fail to discharge the duty.

24. Plaintiff's claims are barred, in whole or in part, by various provisions, including, but not limited to, provisions concerning disclaimer of warranties, limitations of liability, exculpation of liability, and alternative dispute resolution, that are contained in contracts and/or other applicable documents, including material safety data sheets.

25. Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing because it has not suffered compensable harm.

26. Plaintiff's claims are barred, in whole or in part, because damages and costs allegedly to be incurred in the future are remote, speculative, conjectural, and contingent.

27. Plaintiff's claims are barred, in whole or in part, to the extent that it does not own or possess the requisite legal interest in the properties at issue.

28. Plaintiff's claims are barred, in whole or in part, because the conduct of persons other than 3M was the sole proximate cause of the plaintiff's alleged losses.

29. Plaintiff's claims are barred, in whole or in part, because 3M has complied with all applicable statutes and regulations set forth by local, state and/or federal government(s) with regard to the conduct alleged in the Complaint, and, therefore, to the extent that consideration is given to Plaintiff's claims, punitive damages are unwarranted in law and fact.

30. Plaintiff's claims for equitable relief are barred, in whole or in part, because Plaintiff has adequate remedies at law, to the extent its claims are provable.

31. Plaintiff's claims for equitable relief are barred, in whole or in part, because equity will not compel action that is already being undertaken and/or is unnecessary.

32. Plaintiff's claims are barred, in whole or in part, to the extent that there was no practical and technically feasible alternative design or formulation during the relevant time period.

33. Plaintiff's claims against are barred, in whole or in part, by the economic loss rule.

34. Plaintiff's claims are or may be barred, in whole or in part, because of consent, public necessity, private necessity and/or privilege.

35. Plaintiff's claims are or may be barred, in whole or in part, by the doctrine of election of remedies.



36. Plaintiff's claims are barred, in whole or in part, because at the time of manufacture the product was incapable of being safe and/or because the harm for which Plaintiff seeks to recover was caused by an inherent characteristic of the product which is a generic aspect of the product and cannot be eliminated without substantially compromising the product's usefulness.

37. Plaintiff's claims are barred, in whole or in part, by the doctrine of primary jurisdiction.

38. Plaintiff's claims are not ripe and/or have been mooted.

39. Plaintiff's claims are or may be barred, in whole or in part, to the extent they have failed to exhaust administrative remedies.

40. Plaintiff's claims are barred as Plaintiff seeks to impose liability on 3M based on the exercise of any person's or entity's right to petition federal, state, or local legislative, regulatory, administrative, or judicial bodies, including through public statements, because such conduct was immune under the *Noerr-Pennington* doctrine and privileged under the First Amendment to the U.S. Constitution.

41. Plaintiff's claims are barred, in whole or in part, because 3M has a qualified privilege and immunity under the First Amendment in petitioning the government. Any such action does not give rise to a tort duty of care for the protection of Plaintiff.

42. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to take reasonable steps to mitigate their damages.

43. Plaintiff's alleged injuries and damages, if any, resulted, in whole or in part, from Plaintiff's own conduct or negligence.

44. To the extent that the Complaint asserts "market share" liability, "enterprise" liability, or other alternative theories of liability, Plaintiff's claims are barred, in whole or in part,

because the applicable law does not recognize such theories of liability or would not apply such theories of liability to the circumstances of this case.

45. By operation of the “one satisfaction” rule and/or by application of the affirmative defense of payment (or like defense), the damages asserted by Plaintiff must be reduced by any amounts recovered by them, including without limitation, amounts received to pay for remediation efforts, settlement with third-parties (whether the result of formal proceedings or not), or other avenues of recovery.

46. 3M is entitled to all of the procedural, substantive, and other protections, caps, and limitations provided by the state statutes and other state and federal law regarding Plaintiff’s claims for compensatory and punitive damages, including but not limited to state tort reform measures and statutes that, although not affirmative defenses, preclude or limit Plaintiff’s ability to pursue compensatory and punitive damages, limit the amount of damages available, and/ or provide procedural requirements and protections to a defendant.

47. The damages alleged in the SAC are the result of actions, omissions, or conduct of other Defendants or third parties, whose identities may become known during discovery. If some or all of the Defendants or third parties are found to be responsible for the injuries and damages alleged in the SAC, liability must be limited in accordance with the applicable law governing indemnification, contribution, and/or apportionment of liability. 3M is entitled to set-off or reduction in any damages which may be awarded to Plaintiff for any amounts received from other Defendants or collateral sources.

48. Any damages awarded to Plaintiff are subject to apportionment by the jury of the total fault of all participants, including Plaintiff, and any additional entities or persons revealed through discovery. 3M specifically reserves the right to amend this Answer to identify any such

parties or non-parties to have such parties or non-parties included on the verdict form.

49. If some or all of the Defendants are found to be jointly responsible for the injuries and damages alleged in the SAC, the liability of such Defendants must be limited in accordance with applicable law governing contribution and joint and several liability as required by Fla. Stat. §§ 768.31 and 768.81.

50. Plaintiff's claims are barred, in whole or in part, because the SAC fails to state a claim upon which punitive or exemplary damages may be awarded under Florida statutory or common law. To the extent that Plaintiff seeks to recover punitive or exemplary damages, there is no valid legal or factual basis for them in this action and Plaintiff is entitled to the benefits and protections of Fla. Stat. §§ 768.72 and 768.73.

51. Punitive damages are not available because all conduct and activities of 3M related to matters alleged in the Complaint conformed to industry standards based upon the state of medical, scientific, and/or industrial knowledge which existed during the relevant and material time period.

52. Punitive damages are not available because 3M neither knew nor should have known that the substances to which Plaintiff was allegedly exposed were hazardous or constituted a reasonable or foreseeable risk of physical harm, and 3M therefore lacked notice that its conduct was unlawful or subject to punishment and an award of punitive damages would violate 3M's constitutional right to due process.

53. Plaintiff's claims for punitive or exemplary damages are barred or reduced by applicable law or statute or, in the alternative, are unconstitutional insofar as they violate the due process protections afforded by the United States Constitution, the excessive fines clause of the Eighth Amendment of the United States Constitution, the Full Faith and Credit Clause of the

United States Constitution, and applicable provisions of the Constitution of California or that of any other state whose laws may apply. Any law, statute, or other authority purporting to permit the recovery of punitive damages in this case is unconstitutional, facially and as applied, to the extent that, without limitation, it (1) lacks constitutionally sufficient standards to guide and restrain the jury's discretion in determining whether to award punitive damages and/or the amount, if any; (2) is void for vagueness in that it fails to provide adequate advance notice as to what conduct will result in punitive damages; (3) unconstitutionally may permit recovery of punitive damages based on harms to third parties, out-of-state conduct, conduct that complied with applicable law, or conduct that was not directed, or did not proximately cause harm to, Plaintiff; (4) unconstitutionally may permit recovery of punitive damages in an amount that is not both reasonable and proportionate to the amount of harm, if any, to Plaintiff and to the amount of compensatory damages, if any; (5) unconstitutionally may permit jury consideration of net worth or other financial information relating to 3M; (6) lacks constitutionally sufficient standards to be applied by the trial court in post-verdict review of any punitive damages award; (7) lacks constitutionally sufficient standards for appellate review of punitive damages awards; (8) would unconstitutionally impose a penalty, criminal in nature, without according 3M the same procedural protections that are accorded to criminal 3Ms under the Constitutions of the United States, California, and/or any other state whose laws may apply; and (9) otherwise fails to satisfy Supreme Court precedent, including, without limitation, *Pacific Mutual Life Insurance Co. v. Haslip*, 499 U.S. 1 (1991); *TXO Production Corp. v. Alliance Resources Corp.*, 509 U.S. 443 (1993); *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003); and *Philip Morris USA v. Williams*, 549 U.S. 346 (2007).

54. 3M adopts by reference any additional applicable defense pleaded by any other Defendants not otherwise pleaded herein.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, 3M hereby demands trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, 3M requests that Plaintiff's SAC be dismissed with prejudice as to 3M, that the Court find that Plaintiff is not entitled to any judgment or relief, that the Court enter judgment in favor of 3M, and that the Court award 3M its attorneys' fees, costs and expenses, pre-judgment interest, and such other and further relief as the Court deems just and proper.

Dated: March 26, 2021

Respectfully submitted,

*/s/ Michael A. Olsen*

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