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Robert Fulforth and Lindsay Howard*

ROBERT FULFORTH and LINDSAY HOWARD :
husband and wife :
111 Megan Circle :
Chalfont PA 18914 :

Civil Action No. 2:20-cv-699-RMG
JURY TRIAL DEMANDED

Plaintiffs,

v.

3M Company (f/k/a Minnesota Mining and :
Manufacturing Company) :
Angus Fire (a/k/a Angus International) :
Ansul (a/k/a Ansul Chemical Company; :
a/k/a The Ansul Company) :
a/k/a Ansul Fire Protection :
Buckeye Fire Equipment Company :
Chemguard, Inc. and National Foam, Inc. :
(a/k/a Chubb National Foam) :
E.1 DU Pont de NEMOURS and Co. :
THE CHEMOURS COMPANY, LLC :
and CHEMOURS COMPANY FC, LLC, :
individually and as successors in interest :
to DuPont Chemical Solutions Enterprise :

Defendants.

COMPLAINT

Parties

1. Plaintiffs, Robert Fulforth and Lindsay Howard his wife, are individuals residing at 111 Megan Circle, Chalfont, PA 18914.
2. Defendant, The 3M Company (f/k/a Minnesota Mining and Manufacturing Company) (“3M”), is a corporation organized and existing under the laws of the state of Delaware, having its principal place of business at 3M Center, St. Paul, Minnesota 55133.
3. At all times relevant hereto, 3M manufactured fire suppression products, including AFFF that contained PFAS including PFOS and/or related fluorochemicals that can degrade to PFOA or PFOS.
4. Defendant, Angus Fire (a/k/a Angus International) (“Angus”), is part of Angus International, and has corporate headquarters in Bentham, United Kingdom. Angus Fire maintains a place of business in the United States at 141 Junny Road, Angier, NC 27501.
5. Defendant, Ansul (a/k/a Ansul Chemical Company; a/k/a The Ansul Company a/k/a Ansul Fire Protection) (hereinafter “Ansul”), is a Wisconsin corporation, having a principal place of business at One Stanton Street, Marinette, WI 54143.
6. At all times relevant, Ansul manufactured fire suppression products, including AFFF that contained PFAS including PFOS and/or related fluorochemicals that can degrade to PFOA or PFOS.
7. Defendant, Buckeye Fire Equipment Company (“Buckeye”), is a North Carolina corporation, with its principal place of business at 110 Kings Road, Kings Mountain, NC 28086.

8. At all times relevant, Buckeye manufactured fire suppression products, including AFFF that contained PFAS including PFOS and/or related fluorochemicals that can degrade to PFOA or PFOS.
9. Defendant, Chemguard, Inc., is a Wisconsin corporation, having a principal place of business at One Stanton Street, Marinette, WI 54143.
10. At all times relevant, Chemguard manufactured fire suppression products, including AFFF that contained PFAS including PFOS and/or related fluorochemicals that can degrade to PFOA or PFOS.
11. Defendant, National Foam, Inc. (a/k/a Chubb National Foam), is a Delaware corporation with its principal place of business at 350 East Union Street, West Chester, PA 19382.
12. At all times relevant, National Foam manufactured fire suppression products, including AFFF that contained PFAS including PFOS and/or related fluorochemicals that can degrade to PFOA or PFOS.
13. DuPont Chemical Solutions Enterprise (“DuPont Chemical”), is a Delaware Corporation, with a principal place of business located at 1007 Market Street, Wilmington, Delaware 19898.
14. Defendant E.I. DuPont deNemours & Co. (“DuPont”), successor in interest to DuPont Chemical Solutions Enterprise, is a Delaware Corporation and does business throughout the United States, including conducting business in Arizona. Its principal place of business is 974 Centre Road, Wilmington, Delaware 19805.
15. Defendant Chemours Company (“Chemours”), successor in interest to Dupont chemical Solutions Enterprise, is a Delaware Corporation and conducts business

throughout the United States, including conducting business in Arizona. Its principal place of business is 1007 Market Street, Wilmington, Delaware 19898

16. At all times relevant, Defendant DuPont Chemical, DuPont, Chemours, and Chemours Company designed, manufactured, and sold AFFF and/or the PFAS ingredient in the AFFF, used in training operations and for emergency fire-fighting situations at Willow Grove Joint Naval Air Station in Horsham PA (“Willow Grove”).

Jurisdiction

17. This court has jurisdiction due to diversity of citizenship under 28 U.S. §1332 and the amount in controversy exceeds \$75,000.

GENERAL FACTUAL ALLEGATIONS

18. All allegations, *supra* are incorporated herein as if specifically set forth herein at length.
19. While residing in Horsham PA at 502 Sherwood Lane and 407 Washington Ave. from birth until he was in his twenties, Plaintiff Robert Fulforth drank and was exposed to water contaminated with PFOA, PFOS and other PFAS ingredients coming from Aqueous Film Forming Foam (AFF) used at Willow Grove.
20. Mr. Fulforth was diagnosed with testicular cancer in 2019 at the age of 27; as a result, he had his left testicle removed.
21. As a result of his exposure to PFOA and PFOS Mr. Fulforth has suffered testicular cancer, as well as stress and anxiety as a result of cancer and a recurrence of cancer.

Fluorinated Chemicals

22. Fluorochemicals are eight carbon length fluorinated molecules that are typically used as fire suppression agents, refrigeration, and as specialty solvents.
23. Fluorochemicals are potential precursors for PFOA, PFOS, PFASAs and/or PFAS.

24. A perfluorinated chemical is one in which all the carbon-hydrogen bonds in a carbon chain have been replaced by carbon-fluorine bonds.
25. Due to their differences in electronegativities, the breaking of a carbon-fluorine bond requires a large single input of energy to overcome the element's attraction for one another.
26. Chemical and physical processes occurring in nature lack sufficient energy to break carbon-fluorine bonds.
27. There are no known biological organisms that are able to break these bonds and as a result, these carbon-fluoride bonds remain intact indefinitely.

PFAS

28. Poly-and perfluorinated alkyl substances (hereinafter referred to as PFAS) are man-made members of the general category of perfluorinated sulphonates and include compounds with carbon chain lengths of four or more.
29. PFAS have been in use for over sixty (60) years.
30. Perfluorooctanesulfonic acid ("PFOS") and perfluorooctanoic acid ("PFOA") are the two (2) most prevalent PFAS.
31. As perfluorinated compounds, PFOS and PFOA have unique properties that cause them to be classified as persistent, bioaccumulative, and toxic.
32. Due to the strength of their multiple carbon-fluorine bonds, once PFOS and PFOA is present in the environment, it does not undergo any further chemical, microbial, or photolytic degradation or breakdown.
33. PFOA is particularly persistent in water and soil because it is water soluble; it can readily migrate from soil to groundwater.

Use of PFAS

34. In the 1940s and 1950s, Defendant, 3M Company, began creating PFAS and incorporating them into its products.
35. In the early 1960s, Defendant 3M Company engineered, designed and developed its aqueous film forming foam (AFFF) using the surfactant containing PFAS and began to market it under the brand name “Light WaterTM”.
36. The AFFF contained PFAS including PFOS and related fluorochemicals that can degrade to PFOA or PFOS.
37. Defendant, 3M Company, promoted and sold the AFFF for the purposes of preventing, suppressing and extinguishing fires involving aviation fuel and other flammable liquids.
38. Through at least 2002, 3M manufactured and sold the AFFF containing PFAS and fluorocarbon surfactants.
39. As early as 1964, Defendants 3M and DuPont were aware that the stability of carbon-fluoride bonds prevented their PFAS products from degrading under natural processes. Defendants, Ansul, Buckeye, Chemguard and National Foam also engineered, developed, manufactured, marketed and sold AFFF contained PFAS including PFOS and related fluorochemicals that can degrade to PFOA or PFOS.
40. PFOS and PFOA can remain in the environment for decades, leach through soil and infiltrate and pollute groundwater and the environment.
41. Once water is contaminated by PFOS or PFOA, it cannot be removed by boiling the water or using chlorine and other disinfectants that are typically added to public drinking water systems.
42. Toxicology studies show that PFOS and PFOA are readily absorbed after oral exposure and accumulate primarily in the serum, kidney, and liver.

43. PFOS and PFOA can cross the placenta from mother to fetus and from mother to infant through breast feeding.
44. Once ingested, PFOS and PFOA have a half-life within the human body of up to nine years.
45. PFOS and PFOA are toxic and have adverse health effects on humans.
46. There are a number of health risks associated with exposure to PFOS and PFOA, and these risks are present even when PFOS and PFOA are ingested at seemingly low levels (less than one part per billion).
47. PFOS and PFOA exposure is associated with increased risk of various diseases and cancers in humans, including, but not limited to: testicular cancer, bladder cancer, kidney cancer, prostate cancer, multiple myeloma, disorders such as thyroid disease, high cholesterol, ulcerative colitis, and pregnancy-induced hypertension, non-Hodgkin lymphoma, increased uric acid as well as other conditions.
48. Injuries, however, are not sudden; rather, they can arise months, years or decades after exposure to PFOS and/or PFOA.
49. The Defendants also knew or should have known that PFAS are highly soluble in water, and highly mobile and highly persistent in the environment, and highly likely to contaminate water supplies if released into the environment.
50. The Defendants marketed and sold their products, AFFF, with knowledge that large quantities of their toxic, harmful and defective product, AFFF, would be used in training exercises and in emergency situations at Military bases and civilian fire facilities in such a manner that dangerous chemicals would be released into the environment.

51. As discussed in more detail below, PFOS and PFOA contamination has been discovered in the environment at Willow Grove.
52. The PFOS and PFOA contamination of the public and private wells and Plaintiffs' drinking/potable water supply is the result of the discharge of AFFF manufactured by the Defendants and used on Willow Grove.

Military Specification for AFFF

53. The U.S. Military did not contract Defendants to supply it with a product that generated massive amounts of toxic waste without reasonable instructions on how to responsibly manage them.
54. The USAF never played an active role in the design and commercialization of a commercial AFFF product.
55. As a customer of AFFF, the USAF established product performance specifications.
56. A performance specification defines how a product must perform when used as intended, which a manufacturer then designs a product to meet.
57. In 1969, the USAF issued Military Specification MIL-F-24385 for AFFF, a performance specification.
58. Defendants assigned manufacturing specifications of their own to their AFFF to ensure that each time it was manufactured, the same procedures and methods were used. The USAF did not establish manufacturing specifications and did not instruct Defendants to apply any specific manufacturing specification.
59. To ensure that a product is manufactured consistently to meet the performance specification of its customer(s), Defendants established both manufacturing specifications

and quality specifications (reflected in the manufacturer's Material Safety Data Sheet MSDS) of their own.

60. MIL-F-24385 is not a manufacturing specification.
61. MIL-F-24385 covered "the requirements for aqueous film-forming foam(AFFF) liquid concentrate fire extinguishing agents consisting of fluorocarbon surfactants and other compounds as required to conform to the requirements specified hereafter."
62. If the USAF found that a manufacturer's product satisfied MTL-F-24385 performance expectations, the USAF placed the product on the Department of Defense Qualified Product Listing.
63. Defendants each engineered, designed, manufactured, distributed and sold AFFF that was included on the Department of Defense Qualified Product Listing for MIL-F-24385.
64. In its Military Specifications (a/k/a and hereinafter referred to as "MILSPEC") for Fire Extinguishing Agent, Aqueous Film Forming Foam (AFFF), the United States of America, through its said Agencies, required that "The material shall have no adverse effect on the health of personnel when used for its intended purpose." This provision remained a part of the specification throughout the time defendants sold AFFF products to the U.S. government.
65. Pursuant to MIL-F-24385, a mere solicitation for AFFF, manufacturers were free to develop any AFFF composition that met the performance specification. The Defendants devised their own product manufacturing and quality specifications in order to make AFFF that would meet the performance requirements set forth by the U.S. Military in MIL-F-24385.

66. Defendants each chose to include PFOS and PFOA as ingredients in their MIL-F-24385-compliant AFFF and had the complete discretion to do so under §3.1 of MIL-F-24385 “[t]he concentrate shall consist of fluorocarbon surfactants plus other compounds as required to conform to the requirements specified hereunder.”
67. The inclusion of PFOA and PFOS in AFFF sold in compliance with MIL-F-24385 violated the specification that “The material shall have no adverse effect on the health of personnel when used for its intended purpose.”
68. The said AFFF was sold to the US Navy and US Air Force, for use on its various and numerous naval vessels and at military bases including Willow Grove (“the Base”).
69. Defendants knew or should have known that their harmful and defective products, AFFF, would be used for various purposes on said Base, including, but not limited to, training for firefighting, actual firefighting, and use in hangar sprinkler fire suppressant systems, which would cause the AFFF to drain into the ground and eventually pollute or contaminate the ground water beneath the Base and eventually migrate into the drinking/potable water of the Plaintiffs.
70. The harmful and defective products, AFFF, manufactured by the Defendants contained PFOS, PFOA, and/or certain other perfluorinated compounds (“PFAS”) that degrade into PFOS or PFOA.
71. The Defendants manufactured and/or sold their harmful and defective products, AFFF, when they knew or should have known that their products had an adverse effect on the health of persons when used for its intended purposes.

72. The Defendants failed to warn about the adverse and harmful health effects of their harmful and defective AFFF products, when they knew or should have known that their products had an adverse effect on the health of persons when used for its intended purposes.
73. While using AFFF for its intended purposes, the said harmful and defective products were released into the environment contaminating the soil and groundwater of the base and migrated into the groundwater and eventually into the drinking/potable water of the Plaintiffs.
74. It was reasonably foreseeable to Defendants that Plaintiffs, as users of groundwater that supplied the wells near the Base, would use and consume groundwater contaminated by their products at the Base and would be harmed as a result.
75. In the 1970s-1980s, the Defendants were well aware of the health risks and adverse human health effects of exposure to the harmful and defective products which contained PFOA and PFOS.
76. Despite this knowledge, the Defendants continued to manufacture, market and/or sell their defective AFFF, without warning and/or sufficiently warning consumers, purchasers and users of the health risks and/or adverse human effects and failed to recall their defective and harmful products when the said defective and harmful products were taken off of the market.
77. The Defendants, as the manufacturers of AFFF, knew or should have known that the inclusion of PFOS, PFOA and related fluorochemicals that degrade to PFOA or PFOS in AFFF presented an unreasonable risk to human health and the environment.

78. DuPont Chemical was a member of the Telomer Research Program (“TRP”). As a member, it was required to provide a list and volume of products it was selling in the United States on a yearly basis.
79. In a letter addressed to the Office of Pollution Prevention and Toxics (OPPT) Document Control Office, dated May 14, 2003, and signed by Stephen H. Korzeniowski, DuPont provided its Telomer-based sale products in the United States for the year 2002.
80. The letter, which was redacted and sent to the EPA under its PFOA Stewardship Program, included Aqueous Fire Fighting Foam (AFFF) sales volume, on an active ingredient pound basis, as well as its chemical Abstracts Service (CAS) number and chemical name, and is included in the PFOA Stewardship Program Docket.
81. Upon information and belief, at all times relevant, DuPont Chemical designed, manufactured and sold AFFF and/or PFOA and other PFAS in the AFFF, either directly or as a constituent in AFFF sold by other defendants, that was used in training operations and for emergency fire-fighting situations including at Willow Grove that led to Plaintiff’s cancer.

AFFF Use at Willow Grove

82. At any given time during their operation, the Base housed thousands of gallons of AFFF concentrate manufactured by Defendants, which were/are stored in buckets, drums, tankers and sprinkler systems.
83. U.S. Air Force personnel, as well as civilian firefighters, conducted training exercises at Willow Grove.

84. In part, the USAF and civilian firefighters engaged in firefighting and explosion training that required the use of AFFF.
85. For decades, firefighting training activities took place at Willow Grove.
86. Each site also possessed and maintained aircraft hangars protected by ceiling fire suppression units holding hundreds of gallons of AFFF.
87. The use of AFFF for training purposes included suppression fires and explosions on the ground, as well as coating runways in anticipation of difficult landings, all of which resulted in acres of foam-covered soil.
88. Accidental discharges occasionally occurred within the aircraft hangers resulting in the discharge of hundreds of gallons of AFFF. The personnel at Willow Grove cleaned the hangars by washing the foam down drains which leached into the ground water which provided drinking/potable water to those serving and working on Willow Grove and surrounding residents.
89. Once the ground water of the base was contaminated and polluted with PFOA and PFOS, military and civilian personnel on the base became exposed to PFOA and PFOS in their drinking/cooking water, bathing water, etc.
90. The polluted and contaminated ground water found its way into the aquifer and into the drinking/potable water of the areas identified, *supra*.
91. Once PFOA and PFOS contaminated and polluted the drinking/potable water the Affected Area, military and civilian personnel stationed on the base were exposed to PFOA and PFOS in their drinking/cooking water, bathing water, etc. while living in the areas off the base and/or while eating, drinking, etc. in restaurants, cafes, homes of friends, etc. in the said areas.

92. Once PFOA and PFOS contaminated and polluted the drinking potable water in the areas near Willow Grove, the residents of said areas were exposed to PFOA and PFOS in their drinking/cooking water, bathing water, etc. while living and working in the said Affected Area and/or while eating, drinking, etc. in their homes, the homes of friends, restaurants, cafes, etc. in the said areas.
93. At all times mentioned in paragraphs 65 and 66 above the individuals ingesting the polluted and contaminated water/food/sustenance were unaware that they were consuming/ingesting polluted and contaminated substances containing PFOA and PFOS.
94. Upon information and belief, instructions and warnings supplied with the AFFF sold by the Defendants did not adequately describe the dangers associated with use and disposal of AFFF.
95. In 2002, 3M ceased production of AFFF manufactured with PFOS due to health and environmental concerns.
96. On or about the time 3M ceased production, Defendant Dupont began to manufacture and sell AFFF constituents containing PFAS to the other defendants.
97. Upon information and belief, 3M and the other defendants had known of these dangers for years, if not decades, before ceasing manufacture.
98. Even though 3M, who was the predominant manufacturer of PFOS-based AFFF, ceased production of PFOS-based AFFF in 2002, neither 3M nor any other Defendant that used these chemicals recalled its dangerous products.
99. Consequently, upon information and belief, Military personnel and civilians at Willow Grove continued to use PFOS-laden AFFF for trainings and emergencies until Willow Grove closed in 2011.

100. According to one study, as of 2011, there were still 1,972,000 gallons of PFOS-based AFFF stockpiled in the United States.
101. Further, upon information and belief, the Military continues to store the PFOS-based AFFF on Willow Grove

Regulatory Action for Safe Drinking Water

102. In 2012, the EPA included PFOS and PFOA in its Third Unregulated Contaminant Monitoring Rule (“UCMR3”). By placing PFOS and PFOA on this list, the EPA required certain water providers across the country, including those in the Affected Area, to test their water for the presence of PFOA and PFOS.
103. Between November 2013 and June 2014, the Warminster Public Authority tested its wells in compliance with UCMR3. The testing showed PFOS levels ranging from 40 ppt to 1090 ppt and PFOA levels ranging from 20 ppt to 890 ppt. The Warminster Public Authority closed six of its wells due to PFOS and/or PFOA contamination.
104. In May 2016, the EPA set its Health Advisory for Lifetime Exposure at 70 ppt for the sum of PFOA and PFOS concentrations in drinking water.
105. Other states and/or organizations have suggested limiting exposure to even lower levels of PFOS and/or PFOA.
106. Negative health outcomes associated with exposure to PFOA-contaminated drinking water at 50 ppt has been found in a scientific study in and around Parkersburg, West Virginia.
107. Certain states have also promulgated advisory exposure levels lower than the EPA’s advisory level, including the State of New Jersey, which promulgated and advisory exposure level for PFOA of 14 ppt and the State of Vermont, which set its enforcement standard at 20 ppt for PFOA and 30 ppt for PFOS.

108. As a result of the testing performed after the EPA's May 2016 Lifetime Health Advisories were issued for PFOS and PFOA, numerous residents, including Plaintiffs learned that their drinking/potable water supply was contaminated with dangerous levels of PFOS and/or PFOA.
109. The contamination of the public and private drinking/potable water wells in the areas surrounding Willow Grove with high concentration levels of PFOS and PFOA resulted from the Defendant's manufacture of AFFF through the use of the defective/harmful product on Willow Grove.
110. As set forth herein, Despite said knowledge, the Defendants continued to manufacture, market, sell and/or introduce into the stream of commerce their harmful and defective products, AFFF, without warning and/or sufficiently warning consumers, purchasers, users and reasonably foreseeable innocent bystanders, such as Plaintiffs, of the health risks and/or adverse human health effects and failed to recall their defective and harmful products when the said defective and harmful products were taken off of the market.
111. Since 2014, many private and public drinking/potable drinking water wells tested within the Affected Area have shown concentrations of PFOS and PFOA.
112. Multiple studies suggest that even small concentrations of PFAS are harmful to humans.

COUNT I

Negligence

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

114. The Defendants had a duty to design, engineer, manufacture, develop, fabricate, test, sell, and/or distribute AFFF in a manner that avoided harm to those who foreseeably would come into contact with it.
115. As discussed, *supra*, Defendants knew or should have known that the manufacture, distribution and sales of AFFF containing PFOS and PFOA was hazardous to human health and the environment.
116. Defendants further knew or should have known that it was unsafe and/or unreasonably dangerous to manufacture, distribute and sell AFFF containing PFOS and PFOA because it was inevitable that said harmful and defective products migrate off of Willow Grove and contaminating the ground water and potable/drinking water supply of Willow Grove and Affected Area.
117. The Defendants also knew or should have known that PFAS are highly soluble in water, and highly mobile and highly persistent in the environment, and highly likely to contaminate water supplies if released to the environment.
118. The Defendants marketed and sold their products, AFFF, with knowledge that large quantities of their toxic, harmful and defective product, AFFF, would be used in training exercises and in emergency situations at Military bases in such a manner that dangerous chemicals would be released into the environment.
119. The harm caused by the Defendants' harmful and defective products to Plaintiffs was reasonably foreseeable.
120. The drinking/potable water of the public and private wells in the Affected Area are contaminated with unsafe levels of PFOS and PFOA.

121. As a result of Defendants' negligent, reckless and/or intentional acts and omissions alleged herein, both the public and private drinking/potable water supplies in the Affected Area are contaminated with PFOS and PFOA.
122. Defendants' failure to warn/sufficiently warn of the effects of their harmful and defective products resulted in the contamination of private and public drinking/potable water supplies with PFOS and PFOA.
123. Plaintiff Robert Fulforth has been diagnosed with testicular cancer which resulted from his exposure to PFAS in his drinking water supply.
124. As a result of Defendants' negligence, Plaintiff Robert Fulforth suffered cancer, incurred substantial medical bills, a loss of earnings and impairment of earning capacity, great pain, suffering and mental distress.

WHEREFORE, each plaintiff demands judgment against defendants, jointly and severally, in amounts in excess of \$75,000.

COUNT II

Defective Product – Failure to Warn

125. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint as if they were set forth at length herein.
126. At all times relevant, Defendants were in the business of, among other things, designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or distributing AFFF.
127. As designers, engineers, manufacturers, developers, fabricators, testers, sellers, and/or distributors of a commercial product, the Defendants had a duty to provide reasonable

instructions and adequate warnings about the risks of injuries and harmful effects to human health and the environment posed by their products.

128. Defendants knew or should have known that the foreseeable storage, use and disposal of the AFFF that they designed, engineered, developed, fabricated, tested, manufactured, sold, and distributed had the capacity to enter the water supply, to persist there for decades, and to cause harm to human health, property and the environment.
129. These risks were not obvious to users of the AFFF.
130. Defendants failed to provide warnings to the users that the use of Defendants' harmful and defective product could result in the contamination of groundwater and drinking/potable water supplies.
131. Defendants failed to provide warnings to the users of the dangers to human health, property and the environment if their harmful and defective product was permitted to contaminate the groundwater or drinking/potable water supply.
132. Defendants failed to provide warnings to the users of how indestructible their product was when released into the environment due to its chemical stability.
133. Sufficient and adequate instructions and warnings would have reduced or avoided the foreseeable risks of harm posed by the Defendants' harmful and defective products.
134. Had Defendants provided adequate warnings, the users of their AFFF would have taken adequate measures to store, use, and dispose of AFFF so as to reduce or eliminate groundwater and drinking/potable water contamination from AFFF.
135. As a result of Defendants' failure to warn against the likelihood of contamination from their AFFF, the groundwater and drinking/potable water became contaminated with toxic PFOS and PFOA.

136. As a direct and proximate result of Defendants' failure to warn of the environmental and health impacts caused by their harmful and defective product, AFFF, Plaintiffs have suffered injuries as aforesaid.

137. As a direct and proximate result of Defendants' designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or manufacturing, or distributing of a defective product, Plaintiffs have suffered and continue to suffer injuries as aforesaid.

WHEREFORE, each plaintiff demands judgment against defendants, jointly and severally, in amounts in excess of \$75,000.

COUNT III

Defective Product – Design Defect

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

139. At all times relevant, Defendants were in the business of, designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or distributing AFFF.

140. Defendants negligently designed, engineered, developed, fabricated and tested AFFF and PFAS, and thereby failed to exercise reasonable care to prevent the AFFF and the components from presenting an unreasonable risk of harm to human health and the environment and persons who would come in contact with it, including Plaintiffs.

141. It was foreseeable that toxic chemicals from the AFFF that Defendants designed, engineered, developed, fabricated, tested, manufactured, sold and distributed would enter the water supply of the Plaintiffs and cause harm to their persons, and property and the environment.

142. Alternative designs of AFFF were available, technologically feasible and practical, and would have reduced or prevented the harm to Plaintiffs.
143. A reasonable alternative design would, at a reasonable cost, have reduced or eliminated the foreseeable risks of harm posed by AFFF.
144. The AFFF designed, engineered, developed, fabricated and tested manufactured, sold, or distributed by the Defendants was defective in design because the foreseeable risk of harm posed by the AFFF could have been reduced or eliminated by the adoption of a reasonable alternative design.

WHEREFORE, each plaintiff demands judgment against defendants, jointly and severally, in amounts in excess of \$75,000.

145. Defendants' products were defective at the time of manufacture, and at the time they left Defendants' control.
146. As a result of Defendants' designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or distributing designed product, the drinking/potable water supplies in and around Willow Grove became contaminated with dangerous and toxic chemicals and damaged the Plaintiffs.
147. As a direct and proximate result of Defendants' designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or manufacturing, or distributing of a defective product, Plaintiffs have suffered and continue to suffer damages, including medical monitoring damages; monetary damages associated with the investigation, treatment, remediation, and monitoring of their drinking/potable water; increased costs of drinking/potable water, economic loss, property damages, including, without limitation,

loss of value, annoyance, disturbance, intrusion, harassment and inconvenience; all for which Plaintiffs are entitled to recover damages.

148. As a result of Defendants' designing, engineering, manufacturing, developing, fabricating, testing, selling, and/or distributing a defective produce, Defendants are strictly liable in damages to the Plaintiffs.

149. Defendants' acts were willful, wanton or reckless and conducted with a reckless indifference to the rights of Plaintiffs.

WHEREFORE, each plaintiff demands judgment against defendants, jointly and severally, in amounts in excess of \$75,000.

COUNT IV

Lindsay Howard vs. All Defendants

150. Plaintiff Lindsay Howard hereby incorporates by reference paragraphs 1 through 15 of this complaint as though fully set forth herein.

151. Plaintiff Lindsay Howard is the wife of Plaintiff Robert Fulforth, and the two were married before Robert was first diagnosed with cancer.

152. As a result of the actions and omissions of all Defendants as aforesaid, Plaintiff Lindsay Howard has been deprived of her husband's services, companionship and consortium.

153. WHEREFORE, each plaintiff demands judgment against defendants, jointly and severally, in amounts in excess of \$75,000.

/s/ Mark R. Cuker

MARK R. CUKER (Pa. I.D. 21182)

Attorney for Plaintiffs