



Office of the Attorney General
Leevin Taitano Camacho
 Attorney General of Guam
Litigation Division
 590 S. Marine Corps Drive
 Suite 802, ITC Building
 Tamuning, Guam 96913 • USA
 (671) 475-3324 • (671) 472-2493 (Fax)
 www.guamag.org

Attorneys for the Government of Guam

FILED
 SUPERIOR COURT
 OF GUAM

2019 SEP -5 PM 3:33

CLERK OF COURT

By: _____

IN THE SUPERIOR COURT OF GUAM
HAGATNA, GUAM

GOVERNMENT OF GUAM,

 Plaintiff,

 vs.

 THE 3M COMPANY, TYCO FIRE
 PRODUCTS LP; CHEMGUARD, INC.;
 BUCKEYE FIRE EQUIPMENT
 COMPANY; KIDDE-FENWAL, INC.;
 NATIONAL FOAM, INC.; E.I. DU PONT
 DE NEMOURS AND CO.; and THE
 CHEMOURS COMPANY,

 Defendants.

) CIVIL CASE NO. CV 1080-19

) **COMPLAINT WITH JURY DEMAND**

Plaintiff, Government of Guam (“Guam”), by and through Leevin T. Camacho, Attorney General of Guam (“Attorney General”), hereby files this Complaint against Defendants THE 3M COMPANY; TYCO FIRE PRODUCTS LP; CHEMGUARD, INC.; BUCKEYE FIRE EQUIPMENT COMPANY; KIDDE-FENWAL, INC.; NATIONAL FOAM, INC.; E.I. DU PONT DE NEMOURS AND CO.; and THE

COPY

CHEMOURS COMPANY (collectively, "Defendants").

INTRODUCTION

1. Guam brings this civil action against Defendants pursuant to the common law of Guam and the public nuisance statute for injuries to natural resources of Guam, including groundwater, as a result of releases of perfluorooctane sulfonic acid ("PFOS") and perfluorooctanoic acid ("PFOA") into the environment due to the storage, handling, use, training with, testing equipment with, other discharges, and disposal of Defendants' aqueous film-forming foam ("AFFF") and related products. PFOS and PFOA are two persistent, bioaccumulative, and toxic substances within the class of man-made chemicals known as per- and polyfluoroalkyl substances ("PFAS"). Defendants' AFFF products were used in Guam, causing natural resources to be contaminated with PFOS and PFOA.

2. Additionally, Guam brings this action pursuant to the Deceptive Trade Practices – Consumer Protection Act, 5 GCA §§ 32101–32807, as Defendants engaged in false, misleading, and deceptive acts and practices in advertising and selling AFFF to Guam. Guam purchased and used these AFFF products in performance of important public services, but was deceived by Defendants about the risks posed by AFFF, and was left by Defendants to deal with the consequences. Among other things, this action seeks full restitution for Guam related to these purchases.

3. The products at issue in this case, AFFF, are used to fight liquid fires. Defendants designed, manufactured, marketed, and sold AFFF throughout the United States, including in Guam. These AFFF products contained PFOS, PFOA, and/or their precursors (i.e., substances that break down in the environment into

PFOS or PFOA). When used, the AFFF products released PFOS and PFOA into the environment. At all times relevant, Defendants controlled all, or substantially all, of the market in Guam for AFFF products.

4. PFOS and PFOA present a significant threat to Guam's environment and residents. They are mobile, persist indefinitely in the environment, bioaccumulate in individual organisms and humans, and biomagnify up the food chain. PFOS and PFOA are also associated with multiple and significant adverse health effects in humans. PFOS is associated with immune system suppression, including decreases in antibody responses to vaccines and increases in risk of childhood infections. PFOA is associated with, among other things, kidney cancer, testicular cancer, high cholesterol, thyroid disease, ulcerative colitis, and pregnancy-induced hypertension.

5. Since the creation of AFFF in the 1960s, Defendants have sold their AFFF products to military and industrial facilities, airports, firefighting training academies, and fire departments in Guam and elsewhere. These entities used Defendants' AFFF products as they were intended to be used and in a foreseeable manner, which introduced PFOS and PFOA into the environment and contaminated natural resources.

6. Defendants were aware of the toxic nature of PFOS and PFOA and the harmful and negative impact these substances have on the environment, wildlife, and human health. Nevertheless, they continued to manufacture, market, and sell their

AFFF products in Guam and elsewhere, and concealed the threat associated with use of their products.

7. Guam's natural resources have been injured as a result of Defendants' conduct. Hagåtña, Ordot, and Guam International Airport (which includes the former Naval Air Station Agana) have been identified as having AFFF-related contamination. Due to elevated levels of PFOS in groundwater, the Guam Waterworks Authority ("GWA") was forced to place two wells connected to the Hagåtña Groundwater Basin offline, which remain offline today. PFOS has also been found in at least four other wells near Guam International Airport; two of which also show elevated levels of PFOA.

8. As investigation continues, it is expected that further contamination from storage, handling, use, training with, testing equipment with, other discharges, and disposal of Defendants' AFFF products will be uncovered in Guam, especially given the U.S. military's historical and current presence on the Island.

9. Accordingly, Guam brings this action to require Defendants to pay all costs necessary to fully investigate locations in Guam where their AFFF products were stored, handled, used, trained with, tested equipment with, otherwise discharged, and disposed as well as all areas affected by their AFFF.

10. Guam also seeks to require Defendants to pay all costs necessary to remediate, assess, and restore the sites in Guam where there is AFFF-related contamination.

11. Guam also seeks from Defendants all damages that it is entitled to recover, including damages for injuries to all of Guam's natural resources, economic damages, restitution and disgorgement of Defendants' ill-gotten profits, punitive damages, and all other damages, fees, costs, and equitable relief to which it may be entitled.

12. Finally, as set forth in more detail below, Defendant E.I. du Pont de Nemours and Co. ("DuPont") has significant liabilities relating to PFOA and other PFAS, but has orchestrated efforts to prevent Guam and others from recovering on their claims. DuPont sought to avoid the massive liabilities associated with PFAS by creating Defendant The Chemours Company ("Chemours") and then "spinning off" its performance chemicals business and associated liabilities to Chemours, while leaving Chemours unable to satisfy those liabilities. Accordingly, Guam is also asserting claims for actual and constructive fraudulent transfer pursuant to 20 GCA §§ 6101 and 6103, and Del. Code Tit. 6 §§1301 to 1312.

THE PARTIES

13. Guam is represented by and through the Attorney General of Guam. Pursuant to 48 U.S.C. § 1421g(d)(1), the Attorney General is the chief legal officer of the Government of Guam. Guam is the trustee for the benefit of its citizens of all natural resources within its jurisdiction. The Attorney General, on behalf of Guam, is authorized to protect this public trust and to seek compensation for injury to the natural resources of Guam. 5 GCA § 30103 (charging the Attorney General with, *inter alia*, bringing actions "on behalf of the Territory representing the citizens as a whole for redress of grievances which the citizens individually cannot achieve."). In

addition, Guam may act in its parens patriae capacity to protect its “quasi-sovereign” interests, including its interest in the health and well-being of its residents and the integrity of its natural resources. Guam brings this case in its trustee and parens patriae capacities in order to address Island-wide contamination resulting from Defendants’ AFFF products.

14. Defendant The 3M Company (“3M”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 3M Center, St. Paul, Minnesota 55144-1000. On information and belief, 3M has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

15. Defendant Tyco Fire Products LP (“Tyco”) is a limited partnership organized under the laws of the State of Delaware, with its principal place of business located at One Stanton Street, Marinette, Wisconsin 54143-2542. On information and belief, Tyco manufactures the Ansul brand of products and is the successor-in-interest to Ansul Company (collectively, “Tyco/Ansul”). On information and belief, Tyco/Ansul has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

16. 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 54143-2542. On information and belief,

Chemguard has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam. Further, on information and belief, Chemguard has supplied fluorosurfactants to manufacture AFFF products containing PFOS, PFOA, and/or their precursors, and such products were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

17. Defendant Buckeye Fire Equipment Company (“Buckeye”) is a corporation organized under the laws of the State of Ohio, with its principal place of business located at 110 Kings Road, Kings Mountain, North Carolina 28086. On information and belief, Buckeye has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

18. Defendant Kidde-Fenwal, Inc. (“Kidde-Fenwal”) 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. On information and belief, Kidde-Fenwal is the successor-in-interest to Kidde Fire Fighting, Inc. (f/k/a Chubb National Foam, Inc. f/k/a National Foam System, Inc.) (collectively, “Kidde/Kidde Fire”). On information and belief, Kidde/Kidde Fire has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment

with, otherwise discharged, and/or disposed in Guam.

19. Defendant National Foam, Inc. (“National Foam”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 141 Junny Road, Angier, North Carolina 27501. On information and belief, National Foam manufactures the Angus brand of products and is the successor-in-interest to Angus Fire Armour Corporation (collectively, “National Foam/Angus Fire”). On information and belief, National Foam/Angus Fire has designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

20. Defendant E.I. du Pont de Nemours & Company (“DuPont”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 974 Centre Road, Wilmington, Delaware 19805. On information and belief, DuPont has supplied fluorosurfactants containing PFOS, PFOA, and/or their precursors to manufacture AFFF products, and such AFFF products were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

21. Defendant The Chemours Company (“Chemours”) is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located at 1007 Market Street, P.O. Box 2047, Wilmington, Delaware, 19899. In 2015, DuPont spun off its performance chemicals business to Chemours, along with vast environmental liabilities which Chemours assumed, including those

related to PFAS and fluorosurfactants. Further, on information and belief, Chemours has supplied fluorosurfactants containing PFOS, PFOA, and/or their precursors to manufacture AFFF products, and such AFFF products were stored, handled, used, trained with, tested equipment with, otherwise discharged, and/or disposed in Guam.

22. Defendants represent all or substantially all of the market for AFFF products, and their key ingredients (fluorosurfactants), in Guam.

JURISDICTION AND VENUE

23. The Court has jurisdiction over this action pursuant to 7 GCA § 32201. The Court further has jurisdiction over this action as provided by the Deceptive Trade Practices – Consumer Protection Act, because it is based in part on Defendants’ acts, omissions, and false, misleading, and deceptive practices pursuant to 5 GCA § 32128(d).

24. Venue is proper because the claims arise in Guam.

FACTUAL ALLEGATIONS

25. AFFF is a fire suppressing foam used to extinguish flammable liquid fires, including jet-fuel fires, aviation-related fires, hangar fires, ship fires, and chemical fires, and is used to train firefighters and test firefighting equipment.

26. AFFF contains PFAS, which are highly fluorinated synthetic chemical compounds that include carbon chains containing at least one carbon atom on which all hydrogen atoms are replaced by fluorine atoms. The PFAS family includes PFOS and PFOA.

27. 3M’s AFFF products, created using an electrochemical fluorination process, contain PFOS and PFOA. The remaining Defendants’ AFFF products,

created using a telomerization process, contain or break down into PFOA. Upon information and belief, AFFF manufactured by Defendants other than 3M is a fungible product and lacks traits that would make it possible to identify the product as being manufactured, distributed, or sold by a particular Defendant. Due to this fungibility, it may not be possible to identify the original manufacturer of the AFFF released at any particular site. Any inability of Guam to identify the original manufacturer of the specific AFFF products released into Guam's natural resources in particular instances at particular sites is a result of the fungibility of the products, and not as a result of any action or inaction by Guam.

28. When used as intended during a firefighting event or training exercise, AFFF can result in the release of PFOS or PFOA to enter the environment in a variety of ways, including, but not limited to, through surface water and groundwater.

29. Defendants advertised and sold AFFF to the United States government as well as to Guam and many other purchasers both for public and commercial use.

PFOS and/or PFOA Released from Defendants' AFFF Products

Harm Guam's Environment and Wildlife

30. PFOS and PFOA have characteristics that have resulted in persistent contamination of Guam's natural resources.

31. PFOS and PFOA are Mobile. Once introduced into the environment, PFOS and PFOA quickly spread because they easily dissolve in water and, thus, reach numerous water systems.

32. PFOS and PFOA are Persistent. PFOS and PFOA persist in the

environment indefinitely because their multiple fluorine-carbon bonds, which are exceptionally strong and stable, are resistant to metabolic and environmental degradation processes.

33. PFOS and PFOA Bioaccumulate and Biomagnify. Because PFOS and PFOA are very slowly excreted from individual organisms, ongoing low level exposure results in a build-up in body burden (i.e., levels of PFOS and PFOA remaining within the body). They also biomagnify, meaning their concentration in organic tissue increases as they are consumed up the food chain.

34. PFOS and PFOA are toxic. They cause adverse impacts to the environment and animal and human health.

PFOS and/or PFOA Released from Defendants' AFFF Products

Harm Guam's Residents

35. PFOS and PFOA are associated with a variety of adverse health effects in humans.

36. PFOS exposure is associated with increases in serum lipids (i.e., high cholesterol), decreases in antibody response to vaccines, increases in risk of childhood infections, and adverse reproductive and developmental effects, including pregnancy-induced hypertension and preeclampsia.

37. PFOA exposure is associated with increases in serum lipids and certain liver enzymes (indicating liver damage), decreases in antibody response to vaccines, pregnancy-induced hypertension and preeclampsia, decreased birthweight, and testicular and kidney cancer.

38. Fetuses and newborns are particularly sensitive to PFOS and PFOA's toxicity. Further, exposures to newborns are higher (compared to other subpopulations) through breastmilk or prepared formula when drinking water is contaminated with PFOS and/or PFOA.

Defendants' History of Manufacturing and Selling AFFF

39. 3M began to produce PFOS and PFOA by electrochemical fluorination in the 1940s. In the 1960s, 3M used its fluorination process to develop AFFF.

40. 3M manufactured, marketed, and sold AFFF from the 1960s to the early 2000s. National Foam and Tyco/Ansul began to manufacture, market, and sell AFFF in the 1970s. Angus Fire and Chemguard began to manufacture, market, and sell AFFF in the 1990s. Chemguard has also supplied fluorosurfactants to AFFF manufacturers. Buckeye began to manufacture, market, and sell AFFF in the 2000s. DuPont has supplied fluorosurfactants to AFFF manufacturers beginning in at least in 2002, and Chemours has supplied fluorosurfactants to AFFF manufactures following its spin-off from DuPont.

41. From the 1960s through 2001, the United States Department of Defense purchased AFFF exclusively from 3M and Tyco/Ansul.

42. In 2000, 3M announced it was phasing out its manufacture of PFOS, PFOA, and related products, including AFFF. 3M, in its press release announcing the phase out, stated "our products are safe," and that 3M's decision was "based on [its] principles of responsible environmental management." 3M further stated that "the presence of these materials at . . . very low levels does not pose a human health

or environmental risk.” In communications with EPA at that time, 3M also stated that it had “concluded that . . . other business opportunities were more deserving of the company’s energies and attention”

43. After 3M exited the AFFF market, the remaining Defendants continued to manufacture and sell AFFF that contained PFOA and/or its precursors. More recently, Defendants remaining in the AFFF market have shifted their production to short-chain “C6” products.

44. Defendants knew their customers warehoused large stockpiles of AFFF. In fact, Defendants marketed their AFFF products by touting its shelf-life. Even after Defendants fully understood the toxicity of PFOS and PFOA—and their deleterious impacts when released directly into the environment through use and disposal of AFFF exactly as they had marketed it and intended that it be used—Defendants concealed the true nature of PFOS and PFOA. While Defendants phased out production or transitioned to other formulas, they did not properly inform their users about use of legacy AFFF that contained PFOS, PFOA, and/or their precursors. Defendants further did not act to get their harmful products off the market. Defendants did not warn public entities or others that, if they used AFFF with PFOS, PFOA, and/or their precursors, they would harm the environment, endanger human health, or incur substantial costs to investigate and clean up contamination of groundwater and other natural resources and to dispose of AFFF.

45. Accordingly, for many years after the original sale of AFFF that contained PFOS, PFOA, and/or their precursors, these AFFF products were still

being applied directly to the ground and washed into sediments, soils, and waters, harming the environment and endangering human health. Defendants never instructed their customers that they needed to properly dispose of their stockpiles of AFFF or how to properly dispose of AFFF.

**DEFENDANTS KNEW, OR AT THE VERY LEAST SHOULD HAVE
KNOWN, THAT THEIR AFFF PRODUCTS CONTAINING PFOS, PFOA, AND/OR
THEIR PRECURSORS WERE HARMFUL TO THE ENVIRONMENT AND
HUMAN HEALTH**

A. 3M knew for decades that the PFOS and PFOA in its AFFF products were toxic and sought to suppress negative information regarding these chemicals.

46. 3M has known for decades that the PFAS, including PFOS and PFOA, contained in its AFFF products are toxic and negatively impact the environment and human health.

47. By 1956, 3M's PFAS were found to bind to proteins in human blood, resulting in bioaccumulation of those compounds in the human body.

48. 3M knew as early as 1960 that its PFAS waste could leach into groundwater and otherwise enter the environment. An internal memo from 1960 described 3M's understanding that such wastes "[would] eventually reach the water table and pollute domestic wells."

49. As early as 1963, 3M knew that its PFAS products were stable in the environment and did not degrade after disposal.

50. By the 1970s, 3M had become concerned about exposure to fluorochemicals in the general population.

51. By no later than 1970, 3M was aware that its PFAS products were hazardous to marine life. One study of 3M's fluorochemicals around this time had to be abandoned to avoid severe pollution of nearby surface waters.

52. In 1975, 3M found there was a "universal presence" of PFOA in blood serum samples taken from across the United States. Since PFOA is not naturally occurring, this finding reasonably alerted 3M to the high likelihood that its products were a source of this PFOA—a possibility that 3M considered internally but did not share outside the company. This finding also alerted 3M to the likelihood that PFOA is mobile, persistent, bioaccumulative, and biomagnifying, as those characteristics would explain the presence of PFOA in human blood.

53. As early as 1976, 3M began monitoring the blood of its employees for PFAS because the company was concerned about PFAS's health effects.

54. In 1978, 3M conducted PFOS and PFOA studies in monkeys and rats. All monkeys died within the first few days or weeks after being given food contaminated with PFOS. The studies also showed that PFOS and PFOA affected the liver and gastrointestinal tract of the species tested.

55. In the late 1970s, 3M studied the fate and transport characteristics of PFOS in the environment, including in surface water and biota. A 1979 report drew a direct line between effluent from 3M's Decatur, Alabama plant and fluorochemicals bioaccumulating in fish tissue taken from the Tennessee River.

56. According to a 3M environmental specialist who resigned his position due to the company's inaction over PFOS's environmental impacts, 3M had resisted

calls from its own ecotoxicologists going back to 1979 to perform an ecological risk assessment on PFOS and similar chemicals. At the time of the specialist's resignation in 1999, 3M continued its resistance.

57. In 1983, 3M scientists opined that concerns about PFAS "give rise to legitimate questions about the persistence, accumulation potential, and ecotoxicity of fluorochemicals in the environment."

58. Also in 1984, 3M's internal analyses demonstrated that fluorochemicals were likely bioaccumulating in 3M's employees.

59. Despite its understanding of the hazards associated with the PFOS and PFOA in its products, 3M actively sought to suppress scientific research on the hazards associated with them, and it mounted a campaign to control the scientific dialogue on the fate, exposure, analytics, and effects to human health, and the ecological risks of PFOS and PFOA.

60. At least one scientist funded by 3M saw his goal as "keep[ing] 'bad' papers [regarding PFAS] out of the literature" because "in litigation situations" those articles "can be a large obstacle to refute."

61. 3M engaged in a variety of tactics to deceive others and to hide the negative effects of PFAS. For example, Dr. Rich Purdy, a former Environmental Specialist with 3M, wrote a letter detailing: (1) 3M's tactics to prevent research into the adverse effects of its PFOS; (2) 3M's submission of misinformation about its PFOS to the EPA; (3) 3M's failure to disclose substantial risks associated with its PFOS to the EPA; (4) 3M's failure to inform the public of the widespread dispersal of its PFOS

in the environment and population; (5) 3M's production of chemicals it knew posed an ecological risk and a danger to the food chain; and (6) 3M's attempts to keep its workers from discussing the problems with the company's fluorochemical projects to prevent their discussions from being used in the legal process.

62. Despite all of its knowledge, when 3M announced it would phase out its PFOS, PFOA, and related products (including AFFF), it falsely asserted "our products are safe," instead of fully disclosing the substantial threat posed by PFOS and PFOA.

63. 3M knew, or at the very least should have known, that its AFFF products, in their intended use, would release PFOS and/or PFOA in such a way that would significantly threaten the environment and public health. Such knowledge was accessible to 3M, but not to Guam until 3M's acts and omissions came to light and Guam developed its own initial understanding of the toxicity of PFOS and PFOA.

B. Tyco/Ansul, Chemguard, Buckeye, Kidde/Kidde Fire, National Foam/Angus Fire, and DuPont knew, or at the very least should have known, that PFOS and/or PFOA released from their AFFF products was dangerous to the environment and human health.

64. Tyco/Ansul, Chemguard, Buckeye, Kidde/Kidde Fire, and National Foam/Angus Fire knew, or at the very least should have known, that in their intended and/or common use, their AFFF products containing or breaking down into PFOS and/or PFOA would harm the environment and human health.

65. Tyco/Ansul, Chemguard, Buckeye, Kidde/Kidde Fire, and National Foam/Angus Fire knew, or at the very least should have known that, their AFFF products released PFOS and PFOA that would dissolve in water, reach water system

in Guam, resist degradation, bioaccumulate and biomagnify, and harm animal and human health due to their toxicity.

66. DuPont, as a supplier of fluorosurfactants used in the AFFF products, was acutely aware of the harm PFOA could inflict on the environment, and the health risk it posed to communities surrounding sites where it was released.

67. Information regarding PFOS and PFOA was readily accessible to each of the above-referenced Defendants for decades (and, particularly, DuPont) because each is an expert in the field of AFFF manufacture and/or the materials needed to manufacture AFFF, and each has detailed information and understanding about the chemical compounds that form AFFF products, including fluorosurfactants and PFAS. Guam, by contrast, did not have access to such information, and, like many other public entities, is now only now beginning to understand the full consequences of the release of PFOS and/or PFOA into its natural resources.

- i. **DuPont knew for decades that the PFOA is harmful to the environment and human health, but concealed its knowledge from AFFF users and regulators.**

68. DuPont scientists issued internal warnings about the toxicity associated with its PFOA products as early as 1961, including that PFOA caused adverse liver reactions in rats and dogs. 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."

69. In 1978, based on information it received from 3M about elevated and persistent fluoride 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. This monitoring plan involved obtaining blood samples from the workers and analyzing them for the presence of fluorine. As noted above, PFAS, including PFOS and PFOA, contain carbon and fluorine, and human exposure to these chemicals has been linked to elevated organic fluorine levels.

70. By 1979, DuPont had data indicating that workers exposed to PFOA had a significantly higher incidence of health issues than unexposed workers. DuPont did not report these data or the results of its worker health analyses to any government agency or community at that time.

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

72. Not only did DuPont know that PFOA accumulated in humans, but it was also aware that PFOA could cross the placenta from an exposed mother to her gestational child. DuPont conducted a blood sampling study of pregnant or recently pregnant employees. Of the eight women in the study who worked with fluoropolymers, two or twenty-five percent had children with birth defects in their eyes or face, and at least one had PFOA in the umbilical cord.

73. DuPont reported to EPA, in March 1982, the results from a rat study showing PFOA crossing the placenta when present in maternal blood, but DuPont concealed the results of the study of its own plant workers.

74. While DuPont knew about PFOA's toxicity danger as early as the 1960s, DuPont was also aware that PFAS was capable of contaminating the surrounding environment and causing human exposure. No later than 1984, DuPont was aware that PFOA is biopersistent.

75. DuPont held a meeting in 1984 to discuss the health and environmental issues related to PFOA. DuPont employees in attendance spoke of the PFOA issue as "one of corporate image, and corporate liability." 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." 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."

76. 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. 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."

77. Despite all of its knowledge regarding PFOA's toxicity, DuPont continued to claim that PFOA posed no health risks. For example, in 2008, DuPont literature is quoted in an article on AFFF appearing in *Industrial Fire World*

magazine, stating that DuPont “believes the weight of evidence indicates that PFOA exposure does not pose a health risk to the general public” because “there are no human health effects known to be caused by PFOA.”

ii. DuPont worked in concert with other Defendants and the Firefighting Foam Coalition to Protect AFFF from Regulatory Scrutiny.

78. The Firefighting Foam Coalition (“FFFC”), an AFFF trade group, was formed in 2001 to advocate for AFFF’s continued viability. All of the Defendants, with the exception of 3M, have been or are members of the FFFC (“FFFC Defendants”). 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 and its precursors released from AFFF.

79. The FFFC Defendants worked together to protect AFFF from scrutiny, including by coordination their messaging on PFOA’s toxicological profile and their AFFF products’ contribution of PFOA into the environment. All of this was done to shield its members and the AFFF industry from the detrimental impact of the public and regulators learning the truth about the harms of PFOA and their products to the environment and human health.

80. FFFC Defendants regularly published newsletters bolstering their AFFF products. FFFC Defendants also regularly attended conferences. These coordinated efforts 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 products and the PFOA and its precursors contained therein from the

government and public. Upon information and belief, they either had an express or tacit understanding to conceal such risks.

81. 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.

82. Among other things, FFFC Defendants persuaded the EPA that their AFFF products should be excluded from the EPA's enforceable consent agreement process related to PFOA and fluorinated telomer production by arguing that the products were not likely to be a source of PFOA in the environment.

83. FFFC Defendants knew, however, that their messaging regarding their AFFF products was false. Each of the FFFC Defendants knew that PFOA was released from the use of their AFFF products, and that PFOA presented a similar threat to the environment and public health as that posed by PFOS. While this was known to FFFC Defendants, it was not fully understood by the public and regulators, including Guam, until significant damage was already done.

**AFFF HAS RESULTED IN PFOS AND PFOA CONTAMINATION IN GUAM,
INJURING NATURAL RESOURCES**

84. Guam's natural resources have been contaminated with PFOS and PFOA through the storage, handling, use, training with, testing equipment with, otherwise discharging, and/or disposal in Guam of AFFF, and investigation of the contamination is ongoing. Defendants' designing, manufacturing, marketing, and selling of AFFF throughout the United States, including in Guam, have been a

substantial factor in causing injuries to the natural resources of Guam due to PFOS and PFOA contamination. As investigation continues, additional sites are identified, and on- and off-site AFFF-related contamination is delineated, it is expected that significant contamination from use, handling, storage, training with, testing equipment with, otherwise discharging, and/or disposal of AFFF products will be uncovered.

85. Already, GWA has had to take action to combat AFFF-related contamination, through monitoring drinking water and protecting drinking water sources. GWA has taken wells near Hagåtña offline because of PFOS contamination, and is faced with elevated levels of PFOS and PFOA near Guam International Airport. PFOS and PFOA contamination related to AFFF poses a serious threat to Guam's groundwater supplies, which supply 80% of the drinking water to a population of 150,000 residents and nearly 1,000,000 visitors per year.

86. Investigation is necessary to ascertain the scope of AFFF-related contamination and to return the natural resources impacted to levels that are safe for human health and the environment as well as to the condition they were in prior to the impact of these contaminants. Defendants are liable for the cost of such investigation and restoration.

**DUPONT'S FRAUDULENT SPINOFF OF ITS
PERFORMANCE CHEMICALS BUSINESS**

87. DuPont has substantial liabilities related to PFOA and other PFAS, which arise from its use and release of these chemicals at several of its plants around

the country, as well as its manufacture and/or sale of products that contain PFAS, such as fluorosurfactants. However, DuPont has sought to insulate itself from billions of dollars in these liabilities.

88. For decades, DuPont used and/or manufactured PFOA and other PFAS at chemical plants in West Virginia, New Jersey and North Carolina. DuPont was sued multiple times by landowners and neighbors of those plants for liabilities arising out of PFAS. DuPont expended hundreds of millions of dollars litigating and settling those lawsuits. DuPont thus knew, or reasonably should have known, that it faced billions of dollars in liabilities related to PFAS.

89. DuPont sought to limit its liability related to PFAS by engaging in a series of restructuring transactions, starting with the “spinoff” of its performance chemicals business (which included PFAS related operations) into Chemours, and continuing through the merger with The Dow Chemical Company, creating DowDuPont Inc., the transfer of DuPont’s historic assets away from DuPont, the transfer of such assets to other DowDuPont Inc. entities, and, ultimately, the spin-off of DuPont to a new parent company named Corteva, Inc. On information and belief, DuPont was reorganized – and its assets were reshuffled – in order to shield tens of billions of dollars in assets from the PFAS liabilities DuPont tried to quarantine in Chemours.

90. DuPont incorporated Chemours on or about February 18, 2014, originally under the name “Performance Operations, LLC.” Prior to July 1, 2015, Chemours was a wholly-owned subsidiary of DuPont.

91. On July 1, 2015, DuPont completed the spinoff of its performance chemicals business (the “Spinoff”) and Chemours became a separate, publicly-traded entity.

92. To effectuate the Spinoff, DuPont and Chemours entered into a Separation Agreement (the “Separation Agreement”).

93. Upon information and belief, DuPont completed a significant internal reorganization prior to the Spinoff, so that all the assets and liabilities (held by DuPont and/or its subsidiaries) that DuPont deemed to be part of the performance chemicals business would be held by Chemours – including those related to PFAS.

94. In addition to the assets transferred to Chemours, DuPont caused Chemours to assume DuPont’s historical liabilities arising from DuPont’s discharge of PFOA into the environment. While specific details about the liabilities are set forth in non-public schedules that are not available to Guam at this time, the Separation Agreement required Chemours to assume what the agreement defines as “Chemours Liabilities,” which include DuPont’s historic 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, misrepresentation by DuPont and/or Chemours; and (v) which entity is named in any action associated with any liability.

95. The Separation Agreement defines Chemours Liabilities broadly, to include “any and all Liabilities relating . . . primarily to, arising primarily out of or resulting primarily from, the operation or conduct of the Chemours Business, as conducted at any time prior to, at or after the Effective Date . . . including . . . any and all Chemours Assumed Environmental Liabilities. . . .,” which include DuPont’s historic liabilities relating to and arising from its decades of emitting PFOA into the environment and selling PFAS.

96. Chemours also agreed to indemnify DuPont in connection with those liabilities that it assumed. The indemnification has no cap or temporal limitation.

97. 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”

98. Upon information and belief, there was no meaningful, arms-length negotiation of the Separation Agreement. Indeed, when the Separation Agreement was signed, Chemours was a wholly-owned subsidiary of DuPont, and a majority of the Chemours board consisted of DuPont employees.

99. In connection with the Spinoff, Chemours paid DuPont approximately \$3.9 billion, consisting of approximately \$3.4 billion in cash, plus approximately \$507 million in promissory notes. Chemours also transferred all of its stock to DuPont, which was ultimately delivered to DuPont’s shareholders. In order to fund the \$3.9 billion payment, Chemours issued unsecured senior notes and entered into a credit

agreement with a syndicate of banks to provide two senior secured credit facilities, incurring a total of \$4 billion in indebtedness.

100. Chemours was thinly capitalized following the Spinoff. Shortly after the Spinoff, market analysts described Chemours as “a bankruptcy waiting to happen” and a company “purposely designed for bankruptcy.”

101. According to Chemours’ unaudited pro forma financial statements, as of March 31, 2015 (but giving effect to all of the transactions contemplated in the Spinoff), Chemours had total assets of \$6.4 billion and total liabilities of \$6.3 billion. Following the Spinoff, Chemours issued a 10-K stating that, as of December 31, 2015, Chemours had assets totaling \$6.3 billion and total liabilities of \$6.2 billion.

102. The 10-K stated that these liabilities include \$454 million in “other accrued liabilities,” which included \$11 million for accrued litigation and \$68 million for environmental remediation. The 10-K also stated Chemours had \$553 million in “other liabilities,” which included \$223 million for environmental remediation and \$58 million for accrued litigation.

103. However, Chemours significantly understated its liabilities, especially the liabilities that it had assumed from DuPont related to PFAS, which DuPont and Chemours knew or should have known would amount to billions of dollars in addition to other environmental liabilities related to DuPont and Chemours facilities. Had Chemours taken the full extent of these liabilities into account, as it should have done, it would have negative equity (that is, liabilities that are greater than assets), and would be balance-sheet insolvent.

FIRST COUNT

Strict Products Liability—Design Defect

104. Guam incorporates by reference all allegations contained in the previous paragraphs.

105. Defendants designed, manufactured, marketed, and sold AFFF products containing PFOS, PFOA, and/or their precursors that were stored, handled, used, trained with, tested equipment with, otherwise discharged, and disposed of in Guam during the relevant period.

106. As designers, manufacturers, marketers, and sellers of AFFF, Defendants had a duty to make and sell products that are reasonably fit, suitable, and safe for their intended or reasonably foreseeable uses. Defendants owed that duty both to reasonably foreseeable users of their products and also to any person or property that might reasonably be expected to come into contact with those products.

107. Defendants' AFFF products containing PFOS, PFOA, and/or their precursors were used in a reasonably foreseeable manner and without substantial change in the condition of such products. These products were defective and unfit for their reasonable use. Defendants' AFFF products foreseeably contaminated groundwater and other natural resources at and around the sites where they were used. Defendants knew or reasonably should have known that their manufacture, marketing, and/or sale, as well as their customers' storage, handling, use, training with, testing equipment with, other discharge, and disposal of AFFF in an intended or reasonably foreseeable manner, would result in the release of PFOS and PFOA in the environment, including in Guam.

108. AFFF products containing PFOS, PFOA, and/or their precursors in Guam have injured and are continuing to injure groundwater and other natural resources. Defendants' AFFF products were defective in design and unreasonably dangerous because, among other things:

- 1) Defendants' AFFF products cause persistent PFOS and PFOA contamination when used in a reasonably foreseeable and intended manner;
- 2) PFOS and PFOA released into the environment from Defendants' AFFF products cause contamination in groundwater and surface water that are the sources of drinking water and pose significant threats to public health and welfare; and
- 3) Defendants failed to disclose reasonable, appropriate, and/or adequate scientific studies to evaluate the environmental fate and transport and potential ecological and human health effects of PFOS and PFOA.

109. At all times relevant to this action, the AFFF products that Defendants designed, manufactured, marketed, and sold were dangerous to an extent beyond that which would be contemplated by the ordinary consumer.

110. At all times relevant to this action, the foreseeable risk to the environment and public health and welfare posed by Defendants' AFFF products containing PFOS, PFOA, and/or their precursors outweighed the cost to Defendants of reducing or eliminating such risk.

111. At all times relevant to this action, Defendants knew or should have known about reasonably safer and feasible alternatives to their AFFF products, and the omission of such alternative designs rendered their AFFF products not reasonably safe. While Defendants have recently transitioned to short-chain PFAS-based AFFF products, which they claim are safer, they could have made this transition earlier. Moreover, AFFF can be designed with fluorine-free compounds, which do not contain or break down into PFAS.

112. As a direct and proximate result of the defects in Defendants' design, manufacture, marketing, and sale of AFFF products containing PFOS, PFOA, and/or their precursors, groundwater and other natural resources in Guam have become contaminated with PFOS and/or PFOA, causing Guam and its citizens significant injury and damage.

113. As a direct and proximate result of Defendants' acts and omissions, as alleged herein, Guam is incurring, and will continue to incur, damages in an amount to be proved at trial related to PFOS and PFOA contamination of groundwater and other natural resources resulting from Defendants' AFFF products.

114. As a further direct and proximate result of Defendants' acts and omissions alleged in this Complaint, Guam has incurred, and will continue to incur, investigation, cleanup and removal, restoration, treatment, monitoring, and other costs and expenses related to contamination of the groundwater and other natural resources resulting from Defendants' AFFF products, for which Defendants are strictly, jointly, and severally liable.

115. Defendants knew it was substantially certain that their acts and omissions described above would cause the contamination and harms described herein.

116. As long as Guam's natural resources remain contaminated with PFOS and/or PFOA due to Defendants' conduct, these harms continue.

117. Defendants are strictly liable for all such damages, and Guam is entitled to recover all such damages and other relief as set forth below.

SECOND COUNT

Strict Products Liability—Failure to Warn

118. Guam incorporates by reference all allegations contained in the previous paragraphs.

119. As designers, manufacturers, marketers, and sellers of AFFF products containing PFOS, PFOA, and/or their precursors, Defendants had a strict duty to Guam and to those who were at risk of being harmed by AFFF to warn users of those products and Guam of the foreseeable harms associated with them.

120. Defendants had a duty to warn Guam about the dangers of their AFFF products because, among other things, Guam is the trustee, for the benefit of its citizens, of all natural resources within its jurisdiction and because Guam maintains a "quasi-sovereign" interest in the well-being of its residents.

121. Defendants inadequately warned of the likelihood that PFOS and/or PFOA would be released into the environment during the normal use of their AFFF products, and of the widespread, toxic, and persistent effects of such releases. Defendants failed to provide such warnings to (i) users and buyers of their AFFF

products containing PFOS, PFOA, and/or their precursors, (ii) Guam, and (iii) others to which it was reasonably foreseeable Defendants' AFFF products would cause harm. To the extent Defendants provided any warnings about their products, they were not warnings that a reasonably prudent person in the same or similar circumstances would have provided with respect to the danger posed by AFFF containing PFOS, PFOA, and/or their precursors, and the warnings did not convey adequate information on the dangers of AFFF containing these chemicals to the mind of a reasonably foreseeable or ordinary user or bystander.

122. Despite the fact that Defendants knew or should have known about the risks of AFFF containing PFOS, PFOA, and/or their precursors, Defendants withheld such knowledge from Guam, regulators, and the public. Moreover, Defendants affirmatively distorted and/or suppressed their knowledge and the scientific evidence linking their products to the unreasonable dangers they pose.

123. At no time relevant to this action did Defendants warn users and buyers of their AFFF products, Guam, and others who it was reasonably foreseeable would be harmed by AFFF, that Defendants' AFFF products would release PFOS and/or PFOA into the environment during the products' normal use, and of the widespread, toxic, and persistent effects of such releases.

124. Defendants' AFFF products were in the same condition when they were purchased and/or used as they were when they left Defendants' control. Defendants' customers used the AFFF products in a reasonably foreseeable manner and without any substantial change in the condition of the products.

125. Had Defendants provided adequate warnings about the hazards associated with their AFFF products containing PFOA, PFOS, and/or their precursors, users and buyers, Guam, and others who it was reasonably foreseeable would be harmed by the AFFF products would have heeded those warnings.

126. As a direct and proximate result of Defendants' failure to warn of the hazards of AFFF containing PFOS, PFOA, and/or their precursors, groundwater and other natural resources in Guam have become contaminated with PFOS and PFOA.

127. As a direct and proximate result of Defendants' acts and omissions, Guam has incurred, is incurring, and will continue to incur in the future damages related to PFOS and PFOA contamination in an amount to be proved at trial.

128. Defendants knew it was substantially certain that their acts and omissions described above would cause the Guam's injury and damage.

129. As long as Guam's natural resources remain contaminated with PFOS and/or PFOA due to Defendants' conduct, this injury and damage continues.

130. Defendants are strictly liable for all such damages, and Guam is entitled to recover all such damages and other relief as set forth below.

THIRD COUNT

Negligence

131. Guam incorporates by reference all allegations contained in the previous paragraphs.

132. Defendants had a duty to Guam to ensure that PFOS and/or PFOA were not released as a result of the storage, handling, use, training with, testing equipment

with, other discharge, and disposal of AFFF, and did not injure groundwater and other natural resources in Guam.

133. Defendants had a duty to Guam to exercise due care in the design, manufacture, marketing, sale, testing, labeling, and instructions for use of their AFFF products containing PFOS, PFOA, and/or their precursors.

134. Defendants breached these duties.

135. As a direct and proximate result of Defendants' negligence in designing AFFF and in failing to warn AFFF purchasers, Guam, and others who it was reasonably foreseeable would be harmed by the dangers of Defendants' AFFF products, groundwater and other natural resources in Guam, have become contaminated with PFOS and PFOA.

136. As a further direct and proximate result of the contamination of the environment from Defendant's AFFF containing PFOA, PFOS, and/or their precursors, Guam has incurred, is incurring, and will continue to incur investigation, clean up and removal, treatment, monitoring and restoration costs, and expenses for which Defendants are jointly and severally liable.

137. As long as Guam's natural resources remain contaminated with PFOS and/or PFOA due to Defendants' conduct, the harm to Guam continues.

FOURTH COUNT

Public Nuisance

138. Guam incorporates by reference all allegations contained in the previous paragraphs.

139. Groundwater and other natural resources of Guam are held in trust by Guam. Pursuant to 5 GCA § 30110, the Attorney General has the authority to bring civil actions to abate public nuisances in Guam.

140. The contamination of groundwater and other natural resources in Guam as a result of the use of Defendants' AFFF products is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and is a nuisance pursuant to 20 GCA § 10101.

141. The free use and enjoyment of uncontaminated natural resources of Guam is a right common to the people of Guam, and as such Defendants' conduct constitutes a public nuisance pursuant to 20 GCA § 10102.

142. Defendants' conduct has further interfered with Guam's obligation to protect the natural resources of Guam, which are held by Guam in trust for the benefit of people of Guam.

143. As long as Guam's natural resources remain contaminated with PFOS and/or PFOA due to Defendants' conduct, this public nuisance continues.

144. Until these natural resources are restored, Defendants are liable for the creation, and continued maintenance, of a public nuisance in contravention of the people's common right to clean natural resources in Guam.

145. Defendants knowingly created this public nuisance. Defendants marketed AFFF their customers, including Guam, knowing that use of their AFFF—exactly as marketed for intended use—would release PFOS or PFOA into the

environment. Further, well after Defendants understood the mobile, persistent, bioaccumulative, and toxic nature of PFOS and PFOA in the environment, Defendants never instructed their customers, including Guam, to stop using the AFFF in their possession or that they needed to specially dispose of AFFF so as to not further contaminate the natural resources of Guam.

FIFTH COUNT

Violations of the Deceptive Trade Practices – Consumer Protection Act

146. Guam incorporates by reference all allegations contained in the previous paragraphs.

147. Guam alleges violations by Defendants of 5 GCA § 32201(a) and (b).

148. Defendants, as alleged and detailed above have, in the conduct of trade or commerce, engaged in false, misleading, or deceptive acts or practices in violation of 5 GCA § 32201(a) and (b) including but not limited to:

- a. Falsely representing that AFFF products did not present a threat to the environment or human health;
- b. Misrepresenting that AFFF did not contribute unsafe levels of PFOS and/or PFOA in the environment;
- c. Despite knowing the dangers associated with PFOS and PFOA contamination, withholding this knowledge from Guam, such that it did not understand the full consequences of its use of AFFF at the time of purchase and continuing after its use; and

- d. Selling AFFF to Guam, despite knowing that use of the AFFF would result in PFOS and/or PFOA contamination, and burden Guam with costs, including but not limited to investigation, clean up, and disposal of remaining stockpiles.

149. Defendants, through their actions in: (1) making false representations and misrepresentations regarding the risks of PFOS and/or PFOA contamination related to use of AFFF, and (2) making such false representations and misrepresentations despite their knowledge of the dangers associated with PFOS and/or PFOA, violated 5 GCA § 32201(a) and (b) by:

- a. Engaging in false, misleading, or deceptive acts or practices in violation of 5 GCA § 32201(a).
- b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have, or that a person has sponsorship, approval, status, affiliation, or connection which he or she does not have, in violation of 5 GCA § 32201(b)(5)
- c. Representing that goods or services are of a particular standard, quality, or grade, or that goods of a particular style or model, if they are another, in violation of 5 GCA § 32201(c)(1)
- d. Failing to disclose information concerning goods or services which was known at the time of the transaction, if such failure to disclose such information was intended to induce the consumer into a transaction

which the consumer would not have entered had the information been disclosed, in violation of 5 GCA § 32201(c)(17).

- e. Causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another, in violation of 5 GCA § 32201(b)(3).

SIXTH COUNT

Actual Fraudulent Transfer (DuPont and Chemours)

150. Guam incorporates by reference all allegations contained in the previous paragraphs.

151. Through their effectuation of the Spinoff, Chemours and DuPont (the “Fraudulent Transfer Defendants”) caused Chemours to transfer valuable assets to DuPont, including but not limited to the \$3.9 billion dividend (the “Transfers”), while simultaneously assuming significant liabilities (the “Assumed Liabilities”).

152. The Transfers and Assumed Liabilities were made for the benefit of DuPont.

153. At the time that the Transfers were made and the Liabilities were assumed, and until the Spinoff was complete, DuPont was in a position to, and in fact did, control and dominate Chemours.

154. The Fraudulent Transfer Defendants made the Transfers and incurred the Assumed Liabilities with the actual intent to hinder, delay and defraud the creditors or future creditors of Chemours.

155. Guam has been harmed as a result of the conduct of the Fraudulent Transfer Defendants.

156. Under 20 GCA §§ 6101 and 6103 and Del. Code. Tit. 6 Sec. 1301 to 1312, Guam is entitled to avoid the Transfers and to recover property or value transferred to DuPont.

SEVENTH COUNT

Constructive Fraudulent Transfer (DuPont and Chemours)

157. Guam incorporates by reference all allegations contained in the previous paragraphs.

158. Chemours did not receive reasonably equivalent value from DuPont in exchange for the Transfers and Assumed Liabilities.

159. Each of the Transfers and Chemours' assumption of the Assumed Liabilities was made to or for the benefit of DuPont.

160. At the time that the Transfers were made and the Assumed Liabilities were assumed, and until the Spinoff was complete, DuPont was in a position to, and in fact did, control and dominate Chemours.

161. The Fraudulent Transfer Defendants made the Transfers and assumed the Assumed Liabilities when Chemours was engaged or about to be engaged in a business for which its remaining assets were unreasonably small in relation to its business.

162. Chemours was insolvent or in contemplation of insolvency at the time of the Transfers, or became insolvent as a result of the Transfers and its assumption of the Assumed Liabilities.

163. At the time that the Transfers were made and Chemours assumed the Assumed Liabilities, the Fraudulent Transfer Defendants intended to incur, or

believed or reasonably should have believed, that Chemours would incur debts beyond its ability to pay as they became due.

164. Guam has been harmed as a result of the Transfers.

165. Under to 20 GCA §§ 6101 and 6103 and Del. Code. Tit. 6 Sec. 1301 to 1312, Guam is entitled to avoid the Transfers and to recover property or value transferred to DuPont.

PRAYER FOR RELIEF

WHEREFORE, Guam prays that the Court award judgment in its favor as follows:

1. Finding Defendants liable for all costs to investigate, clean up and remove, restore, treat, monitor, and otherwise respond to PFOS and PFOA contamination resulting from Defendants' AFFF, so the contaminated natural resources are restored to their original condition, and for all damages to compensate the residents of Guam for the lost use and value of these natural resources during all times of injury caused by PFOS and PFOA, and for such orders as may be necessary to provide full relief to address the threat of contamination to Guam, including the costs of:

a. Past and future testing of natural resources at and around sites in Guam where Defendants' AFFF was stored, handled, used, trained with, tested equipment with, otherwise discharged, and disposed of in the Territory, and thus likely caused PFOS and/or PFOA contamination;

- b. Past and future treatment of all natural resources at and around sites in Guam where Defendants' AFFF was stored, handled, used, trained with, tested equipment with, otherwise discharged, and disposal of and which contain detectable levels of PFOS and/or PFOA until restored to non-detectable levels; and
 - c. Past and future monitoring of Guam's natural resources at and around sites in Guam where Defendants' AFFF was stored, handled, used, trained with, tested equipment with, otherwise discharged, and as long as there is a detectable presence of PFOS and/or PFOA, and restoration of such natural resources to their pre-discharge condition;
2. Ordering Defendants to pay for all costs related to the investigation, cleanup, restoration, treatment, and monitoring of PFOS and/or PFOA contamination of Guam's natural resources resulting from Defendants' AFFF.
 3. Ordering Defendants to pay for all damages in an amount at least equal to the full cost of restoring Guam's natural resources to their original condition prior to the PFOS and/or PFOA contamination resulting from Defendants' AFFF;
 4. Ordering Defendants to pay for all compensatory damages for economic damages and for the lost value (including lost use) of Guam's natural resources as a result of the PFOS and/or PFOA contamination resulting from Defendants' AFFF.
 5. Ordering Defendants to pay for all other damages sustained by Guam in its public trustee and parens patriae capacities as a direct and proximate result of Defendants' acts and omissions alleged herein.

6. Ordering Defendants to reimburse Guam for its costs of abatement, without regard to fault, including but not limited to all costs to investigate, clean up, restore, treat, monitor, and otherwise respond to contamination of Guam's natural resources resulting from Defendants' AFFF products so that such natural resources are restored to their original condition.

7. Compelling Defendants to abate the nuisance by investigating, cleaning up, restoring, treating, monitoring, and otherwise responding to contamination of Guam's natural resources resulting from Defendants' AFFF products so that such natural resources are restored to their original condition.

8. Ordering Defendants to pay civil penalties to the Consumer Protection Fund for each violation of 5 GCA § 32201(a) and (b) up to a total of \$5,000 per each violation.

9. Ordering Defendants to pay restitution to Guam.

10. Ordering Defendants to disgorge all ill-gotten gains.

11. Ordering the Transfers void to the extent necessary to satisfy Guam's claims.

12. Ordering Defendants to pay exemplary or punitive damages as the trier of fact deems just and proper.

13. Ordering Defendants to pay punitive damages pursuant to 20 GCA § 2120.

14. Ordering Defendants to pay Guam's attorneys' fees and costs of court.

15. Granting Guam all other relief to which it is entitled.

JURY DEMAND

Guam hereby request a jury trial on all issues raised in this Complaint to the extent permitted by law.

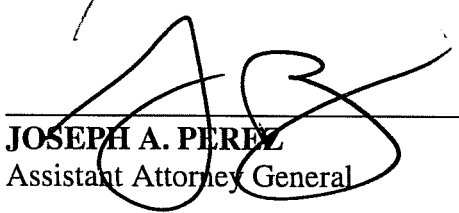
Respectfully submitted this 5th day of September, 2019.

OFFICE OF THE ATTORNEY GENERAL
Leevin Taitano Camacho, Attorney General

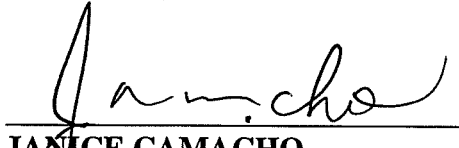
By: _____


KENNETH ORCUTT
Deputy Attorney General

By: _____


JOSEPH A. PEREZ
Assistant Attorney General

By: _____


JANICE CAMACHO
Assistant Attorney General