RETURN DATE: OCTOBER 31, 2023	:	SUPERIOR COURT
	:	
DEBORAH VINCENT, KATE LOSEY, and COURTNEY RITCHOTTE, individually and on behalf of all others similarly situated,	:	JUDICIAL DISTRICT OF FAIRFIELD
	:	AT BRIDGEPORT
V.	:	
AQUARION WATER COMPANY	:	OCTOBER 16, 2023

COMPLAINT

1. Plaintiffs Deborah Vincent, Kate Losey, and Courtney Richotte (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, allege the following against Defendant Aquarion Water Company ("Defendant" or "Aquarion") based upon the investigation of Plaintiffs' counsel, information and belief, personal knowledge, and a review of publicly available information.

2. Plaintiffs bring this class action against defendant Aquarion pursuant to the Connecticut Product Liability Act, CONN. GEN. STAT. § 52-572m, *et seq.* and the Connecticut Unfair Trade Practices Act, CONN. GEN. STAT. § 42-110a, *et seq.*, on behalf of all persons who were customers of Aquarion who received water from Aquarion (the "Water" or "Product") contaminated with detectable levels of PFAS Chemicals (as defined below) during the relevant statutory period (the "Class Period") and who were damaged as a result (the "Class").

PARTIES

A. PLAINTIFFS

3. Plaintiff Deborah Vincent is a resident of New Milford, Connecticut. Plaintiff Vincent is a current customer of defendant Aquarion and bought water from defendant Aquarion during the Class Period, and ingested water purchased from defendant Aquarion during the Class Period.

4. Plaintiff Kate Losey is a resident of New Milford, Connecticut. Plaintiff Losey is a current customer of defendant Aquarion and bought water from defendant Aquarion during the Class Period, and ingested water purchased from defendant Aquarion during the Class Period.

5. Plaintiff Courtney Richotte is a resident of New Milford, Connecticut. Plaintiff Richotte is a current customer of defendant Aquarion and bought water from defendant Aquarion during the Class Period, and ingested water purchased from defendant Aquarion during the Class Period.

B. DEFENDANT

6. Defendant Aquarion Water Company is a corporation formed and existing under the laws of the State of Connecticut, with its principal office located at 835 Main Street, Bridgeport, Connecticut 06604.

7. Defendant Aquarion Water Company is an investor-owned utility and a subsidiary of Eversource, serving more than 750,000 people in 72 cities and towns in Connecticut, Massachusetts, and New Hampshire – including Plaintiffs and members of the Class. At all times mentioned herein, defendant Aquarion manufactured, distributed, and marketed drinking water contaminated with detectable levels of PFAS in Connecticut to Plaintiffs and members of the Class.

SUBSTANTIVE ALLEGATIONS

I. PERFLUORINATED ALKYLATED SUBSTANCES ARE HAZARDOUS TO HUMAN HEALTH

8. Perfluorinated Alkylated Substances ("PFAS Chemicals" or "PFAS") are artificial chemicals resistant to, *inter alia*, biodegradation, atmospheric photooxidation, direct photolysis, and hydrolysis.

9. PFAS Chemicals' resistance to these (and other) forces causes them to persist in the environment for long (if not indefinite) periods of time, earning them the nickname "forever chemicals."

10. Thousands of PFAS Chemicals have been developed and produced, but the two most widely used PFAS Chemicals are Perfluorooctanoic Acid ("PFOA") and Perfluorooctane Sulfonate ("PFOS").

11. PFOA and PFOS were developed in the 1940's and 1950's and have been added to and/or used in products such as metal coatings, clothing, furniture, adhesives, food packaging, paper products, heat-resistant non-stick cooking surfaces, insulation of electrical wire, and many other products due to PFOA's and PFOS's ability to repel water, dirt, oil, and grease, resist heat, and protect surfaces.

12. PFAS Chemicals are water soluble: once PFAS Chemicals enter a body of water, they easily spread throughout the body of water or water system and remain unless and until the PFAS Chemicals are actively removed. As a result, drinking water contamination is a common way people are exposed to PFAS Chemicals.

13. PFOS and PFOA accumulate in humans' blood and organs, including kidneys and the liver, and interfere with the human body's functions, including the functions of organs and immune systems, leading to adverse health outcomes.

14. Peer-reviewed studies reflecting the most recent and best scientific understanding of PFAS Chemicals' impact on human health consider *any* amount of PFAS Chemical exposure, including exposure to PFOS and PFOA, to be hazardous to human health. In fact, negative health effects may occur because of exposure to PFOA or PFOS in drinking water at levels near zero and

below most laboratories' ability to detect at this time. In other words, exposure to a detectable amount of PFAS Chemicals, including PFOA and PFOS, is hazardous to human health.

15. The following is a non-exhaustive list of adverse human health outcomes that can result from exposure to PFOS and PFOA, many of which can manifest years after exposure: (1) reproductive effects such as decreased fertility or increased high blood pressure in pregnant women; (2) developmental effects or delays in children, including low birth-weight, accelerated puberty, bone variations, or behavioral changes; (3) increased risk of kidney cancer, testicular cancer, thyroid cancer, prostate cancer, bladder cancer, breast cancer, ovarian cancer; (4) reduced ability of the body's immune system to fight infections, including reduced vaccine response; (5) interference with the body's natural hormones and liver enzymes; (6) increased cholesterol levels and/or risk of obesity; (7) changes in liver enzymes; (8) increased risk of high blood pressure or pre-eclampsia in pregnant women; (9)interference with; and (10) suppression of vaccine response (decreased serum antibody concentrations) in children.

16. PFOA has additionally been observed to cause Leydig cell tumors, pancreatic cancer cell tumors, and hepatocellular adenomas in rats.

17. PFOS has additionally been observed to cause potentially human relevant tumors, including hepatocellular tumors in male and female rats and pancreatic islet cell carcinomas in male rats.

II. AQUARION IS KNOWINGLY PROVIDING CONNECTICUT RESIDENTS WITH UNSAFE, PFAS-CONTAMINATED DRINKING WATER.

18. Aquarion has "been in the public water supply business since 1857" and is "the largest investor-owned water utility in New England and are among the seven largest in the U.S."

19. Aquarion is the public water supply company for approximately 236,000 customer accounts – which includes more than 750,000 people – in 72 cities and towns in Connecticut, Massachusetts and New Hampshire.

20. Aquarion services 59 cities and towns in Connecticut, including: Beacon Falls, Bethel, Bridgeport, Brookfield, Burlington, Canaan, Cornwall, Danbury, Darien, East Derby, East Granby, East Hampton, Easton, Fairfield, Farmington, Goshen, Granby, Greenwich, Groton, Harwinton, Kent, Lebanon, Litchfield, Mansfield, Marlborough, Middlebury, Monroe, New Canaan, New Fairfield, New Hartford, New Milford, Newtown, Norfolk, North Canaan, Norwalk, Norwich, Oxford, Plainville, Redding, Ridgefield, Salisbury, Seymour, Shelton, Sherman, Simsbury, Southbury, Southington, Stamford, Stonington, Stratford, Suffield, Torrington, Trumbull, Washington, Weston, Westport, Wilton, Wolcott, and Woodbury.

21. Aquarion claims it "is proud to have the opportunity to deliver the highest quality product and services to [its] customers," representing it makes it the "highest priority to deliver the "highest quality product and services to [its] customers" in these areas.

22. As Aquarion even admits, "Safe, clean drinking water is essential to the health and well-being of each one of us as well as to society as a whole," which is "why water has been described as the world's most precious natural resource."

23. Among other things Aquarion promises that it:

a) "will remain vigilant about this important issue, including additional testing for PFAS at some of our water sources";

b) "continue to share test results with our customers and state and local officials"; and

c) "work with the public health agencies and drinking water associations to ensure the protection of our drinking water supplies, and delivery of high-quality water to our customers."

24. Aquarion's customers, including Plaintiffs and members of the Class, reasonably relied on these representations, believing that they were purchasing clean, high-quality water. But as it turns out, Plaintiffs and Class Member were purchasing PFAS-contaminated Water of a nature less than what they bargained for.

25. In 2019, Aquarion began voluntarily began a PFAS testing program for more than 70 public water systems in Connecticut, which are analyzed by a laboratory certified by the state for PFAS analysis, and shared publicly on Aquarion's website as new data becomes available.

26. Aquarion's 2023 testing began in April, for which results are largely unavailable, with the exception of a few towns.

27. PFAS sampling results from 2019 through 2023, available on Aquarion's website, are set forth in the chart below, show elevated levels of PFAS—including specifically PFOS and PGOA—in the Water that Aquarion supplies to a number of Connecticut towns, Plaintiffs and members of the Class:

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
Bethel	Berkshire Corporate Park	3 Berkshire Blvd.	Jul. 2019	4	-
Bridgeport	Bridgeport Metro	Canal Street Wells	Sept. 2022	5	6
			Aug. 2021	5	5
			Jun. 2021	4	5
			Jun. 2019	4	5
		Coleytown Wells	Oct. 2022	7	5
			Jun. 2022	7	4
			Aug. 2021	8	5
			Jun. 2021	7	4
			Jun. 2019	4	4
		Easton Lake Reservoir	May 2023	2	-
			Apr. 2023	-	-
			Mar. 2023	2	-
			Sept. 2022	3	2
			Jun. 2021	2	-
			Jun. 2019	3	-
		Trap Falls Reservoir	May 2023	3	-
			Apr. 2023	3	-
			Mar. 2023	2	-
			Sept. 2022	4	-
			Jun. 2021	3	-
			Jun. 2019	5	-
Brookfield	Butternut	Butternut Wells	Sept. 2019	3	3
			Jun. 2019	4	-
	Indians Fields	Indian Fields Wells	Jun. 2021	5	3
			Sept. 2019	5	-
Danbury	Cedar Heights	Cedar Heights Wells	Apr. 2022	9	10
			Aug. 2021	10	11
			Jun. 2021	10	11
			Feb. 2021	10	11
			Oct. 2020	11	13
			Aug. 2020	8	8
			Feb. 2020	11	11
			Jul. 2019	9	10
		Cedar Wells	Apr. 2022	12	10
			Aug. 2021	11	13
			Jun. 2021	10	10
			Feb. 2021	9	9

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
			Oct. 2020	9	9
			Aug. 2020	8	7
			Feb. 2020	12	10
			Jul. 2019	9	9
	Indian Springs	Indian Springs Wells	Apr. 2022	6	5
			Aug. 2021	6	4
			Jun. 2021	8	6
			Jul. 2019	7	-
	Ken Oaks	Ken Oaks Drive	Jul. 2019	3	-
	Pearce Manor	Pearce Manor	Jul. 2019	4	-
	Rolling Ridge	Rolling Ridge	Jul. 2019	4	-
Darien	Darien	Post Road Station	Aug. 2019	5	-
		Springdale	Aug. 2019	4	-
		Rewak Well	Nov. 2020	13	10
Greenwich	Greenwich	Putnam Reservoir	Sept. 2022	6	3
			Jun. 2021	4	-
			Jun. 2019	6	-
		Mianus Reservoir	Sept. 2022	7	5
			May 2022	4	4
			Jun. 2021	4	3
			Aug. 2019	6	-
			Jun. 2019	7	6
Lakeville / Salisbury	Lakeville	Salisbury Wells	Jun. 2021	2	4
			May 2019	3	-
Lebanon	Lebanon	Lebanon Well	Oct. 2022	4	3
			Jun. 2021	3	4
			Jul. 2019	3	-
New Canaan	New Canaan	Little Brook Pumping Station	Jun. 2019	3	-
New Fairfield	Ball Pond	Biggs Wells	Oct. 2022	7	7
			Apr. 2022	7	15
			Aug. 2021	7	15
			Jun. 2021	6	13
			Feb. 2021	5	13
			Oct. 2020	5	14
			Aug. 2020	4	9
			Feb. 2020	7	18
			Dec. 2019	8	19
		Gilloti Wells	Oct. 2022	-	6
			Apr. 2022	5	5
			Jun. 2021	5	4
			Aug. 2020	5	3
			Jun. 2019	6	5

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
		Renda Wells	Oct. 2022	6	5
			Apr. 2022	6	8
			Aug. 2021	4	8
			Jun. 2021	4	6
			Oct. 2020	3	6
			Aug. 2020	3	6
			Feb. 2020	6	6
			Jun. 2019	7	12
	Birches	Birches Wells	Jun. 2021	-	3
			Jul. 2019	2	-
	Dunham Pond	Dunham Pond Wells	Jun. 2021	3	-
			Jul. 2019	3	-
			Jun. 2019	4	-
	Oakwood Acres	Oakwood Acres Wells	Apr. 2022	9	7
			Aug. 2021	7	8
			Jun. 2021	7	10
			Feb. 2021	6	8
			Oct. 2020	6	8
			Aug. 2020	7	6
			Feb. 2020	7	7
			Jul. 2019	6	6
			Jun. 2019	9	10
	Possum Ridge	Possum Ridge Wells 2 & 3	Jun 2021	-	2
			Jul. 2019	2	-
New Milford	Carmen Hill	Carmen Hill Wells	Jun. 2021	3	-
	Dean Heights	Dean Heights Wells	Jun. 2021	3	4
			May 2019	4	5
New Milford / Brookfield	Forest Hills Estates	Forest Hills Well 1A	Jun. 2021	3	-
			May 2019	3	-
		Forest Hills Well 2	Jun. 2021	3	-
			May 2019	3	-
	Meadowbrook	Meadowbrook Wells	Oct. 2022	8	9
			Apr. 2022	9	5
			Aug. 2021	6	6
			Jun. 2021	6	6
			May 2019	4	-
	New Milford Main	Peagler Well #1	Sept. 2022	4	2
			Jun. 2021	2	-
		Peagler Wells #2/3	Sept. 2022	4	3
			Jun. 2021	3	2
			May 2019	2	-
		Indian Field Wells #4/5/6	Sept. 2022	3	2
			June 2021	2	-

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
		Brookfield Wells	Sept. 2022	10	5
			Sept. 2021	4	3
			June 2019	4	-
		Brook Acres Wells	Sept. 2022	4	4
			Sept. 2021	3	7
			Jun 2019	3	-
		Brookwood Wells	Sept. 2019	3	-
		Western Brookfield Wells	Sept. 2022	10	13
			Apr. 2022	8	10
			Aug. 2021	8	12
			Oct. 2020	8	10
			Aug. 2020	8	8
			Mar. 2020	6	8
			Sept. 2019	9	10
	Pleasant View	Pleasant View Wells	Jun. 2021	2	3
			May 2019	2	-
Newtown / Bethel	Newtown Regional	Chimney Heights Well	Sept. 2022	7	11
			Apr. 2022	7	7
			Aug. 2021	7	6
			Jun. 2021	4	4
			May 2019	4	5
		Newtown Wells	Sept. 2022	5	6
			Apr. 2022	4	3
			Aug. 2021	5	5
			Jun. 2021	4	6
			May 2019	4	-
Plainville / Bristol / Farmington / Southington	Plainville	Johnson Ave Wells 3 & 6	Sept. 2022	5	5
			Dec. 2021	4	6
		Woodford Ave Wells 2A & 7	Sept. 2022	5	5
			Dec. 2021	2	3
Ridgefield	Craigmoor	Craigmoor Well	Apr. 2022	4	5
			Aug. 2021	6	8
			Jun. 2021	4	5
			Feb. 2021	4	6
			Nov. 2020	6	6
			Aug. 2020	5	5
			Feb. 2020	5	6
			Aug. 2019	6	6
			Jun. 2019	5	9
	Ridgefield Knolls	Ridgefield Knolls Wells	Sept. 2022	5	7
			Apr. 2022	3	5
			Jun. 2021	3	4
			Jun. 2019	4	6

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
	Ridgefield Main	Branchville Pump Station	Jun. 2019	3	-
		Beechwood Wells	Sept. 2022	5	-
			May 2022	2	-
			Aug. 2021	5	-
			Jun. 2021	5	-
			Feb. 2021	5	-
			Oct. 2020	4	-
			Aug. 2020	5	2
			Jun. 2020	9	-
			Aug. 2019	6	-
			Jun. 2019	12	-
		North St Wells	Sept. 2022	5	5
			Jul. 2021	3	4
			Jun. 2021	4	4
			Jun. 2019	4	5
		Oscaleta Wells	Sept. 2022	3	-
			Aug. 2021	5	3
			Jun. 2021	4	-
			Jun. 2019	5	-
	Scodon	Scodon Wells 2 & 3	Jun. 2021	-	3
			Jun. 2019	3	-
		Scodon Wells 4 & 7	June 2019	2	-
	Turner Hill – Barnum	Turner Hill – Barnum	Jul. 2019	4	-
	Turner Hill – McKeon	Turner Hill – McKeon	2019	4	-
Seymour / Oxford / Beacon Falls	Seymour	Oxford Wells 1 & 7	Sept. 2022	3	2
			Apr. 2022	-	3
			Jun. 2021	2	3
		Oxford Well 2	Sept. 2022	3	2
		Oxford Wells 5 & 6	Sept. 2022	3	4
			Jun. 2021	2	3
Simsbury / Granby / East Granby	Simsbury	Stratton Brook Well 1	May 2019	3	-
		Stratton Brook Well 3	Sept. 2021	4	3
			Jun. 2021	2	3
			May 2019	3	-
		Stratton Brook Well 4	Sept. 2021	3	3
			Jun. 2021	3	5
			May 2019	3	-
		Stratton Brook Well 6	Sept. 2021	3	5
			Jun. 2021	4	7
			May 2019	5	-
		Eno Place Wells 2 & 5	May 2019	3	-

Town	System	Wells/POE/Distribution Point	Test Date	PFOA (ppt)	PFOS (ppt)
		Eno Place Wells 2 & 5A	Sept. 2022	3	3
Stamford	Stamford	Stamford Reservoirs	Sept. 2022	3	-
			June 2021	3	-
			Jun. 2019	4	-
		Woodway Road	Aug. 2019	4	-
Stonington	Arlington Acres	Arlington Acres Wells 1 & 2	Feb. 2019	3	-
Washington	Judea Depot	Depot Wells 1 & 3	Oct. 2022	5	9
			Jul. 2021	-	5
			Sept. 2019	3	5
Wolcott	Clearview Hills	Clearview	Sept. 2019	4	-
	Woodrich Village	Woodrich Village Wells	Apr. 2022	4	4
			Jun. 2021	4	5
			Sept. 2019	5	5
Woodbury	Woodbury	Woodbury Well 1	Sept 2022	5	5
			May 2019	2	-
		Woodbury Wells 2 & 3	Sept. 2022	12	22
			Apr. 2022	7	12
			July 2021	5	10
			May 2019	4	7

28. Specifically, the test results shown above demonstrate that the Water Aquarion has and continues to serve to customers (such as Plaintiffs) located in at least 32 towns and/or cities in Connecticut is contaminated with PFOA at levels deemed dangerous to human health by the current scientific understanding of PFAS Chemicals as presented in peer-reviewed studies and relied upon by the EPA: (1) Canal Street Wells, servicing Bridgeport; (2) Coleytown Wells, servicing Bridgeport; (3) Trap Falls Reservoir, servicing Bridgeport; (4) Indian Fields Wells, servicing Brookfield; (5) Cedar Heights Wells, servicing Danbury; (6) Cedar Wells, servicing Danbury; (7) Indian Springs Wells, servicing Danbury; (8) Post Road Station, servicing Darien; (9) Rewak Well, servicing Darien; (10) Putnam Reservoir, servicing Greenwich; (11) Mianus Reservoir, servicing Greenwich; (12) Biggs Wells, servicing New Fairfield; (13) Gilloti Wells, servicing New Fairfield; (14) Renda Wells, servicing New Fairfield; (15) Oakwood Acres Wells,

servicing New Fairfield; (16) Meadowbrook Wells, servicing New Milford/Brookfield; (17) Brookfield Wells, servicing New Milford/Brookfield; (18) Western Brookfield Wells, servicing New Milford/Brookfield; (19) Chimney Heights Wells, servicing Newtown/Bethel; (20) Newtown Wells, servicing Newtown/Bethel; (21) Johnson Ave Wells 3 & 6, servicing Plainville / Bristol / Farmington / Southington; (22) Woodford Ave Wells 2A & 7, servicing Plainville / Bristol / Farmington / Southington; (23) Craigmoor Well, servicing Ridgefield; (24) Ridgefield Knolls Wells, servicing Ridgefield; (25) Beechwood Wells, servicing Ridgefield; (26) North St Wells, servicing Ridgefield; (27) Oscaleta Wells, servicing Ridgefield; (28) Stratton Brook Well 6, servicing Simsbury / Granby / East Granby; (29) Depot Wells 1 & 3, servicing Washington; (30) Woodrich Village Wells, servicing Wolcott; (31) Woodbury Well 1, servicing Woodbury; and (32) Woodbury Wells 2 & 3, servicing Woodbury.

29. Additionally, the Aquarion test results demonstrate that the Water Aquarion serves to customers (including Plaintiffs) located in at least 29 towns and/or cities in Connecticut is contaminated with PFOS at levels deemed dangerous to human health by the current scientific understanding of PFAS Chemicals as presented in peer-reviewed studies and relied upon by the EPA, including: (1) Canal Street Wells, servicing Bridgeport; (2) Coleytown Wells, servicing Bridgeport; (3) Cedar Heights Wells, servicing Danbury; (4) Cedar Wells, servicing Danbury; (5) Indian Springs Wells, servicing Danbury; (6) Rewak Well, servicing Darien; (7) Mianus Reservoir, servicing Greenwich; (8) Biggs Wells, servicing New Fairfield; (9) Gioletti Wells, servicing New Fairfield; (10) Renda Wells, servicing New Fairfield; (11) Oakwood Acres Wells, servicing New Fairfield; (12) Dean Heights Wells, servicing New Milford; (13) Meadowbrook Wells, servicing New Milford / Brookfield; (14) Brookfield Wells, servicing New Milford / Brookfield; (15) Brook Acres Wells, servicing New Milford / Brookfield; (16) Western Brookfield Wells, servicing New

Milford / Brookfield; (17) Chimney Heights Wells, servicing Newtown / Bethel; (18)Newtown Wells, servicing Newtown / Bethel; (19) Johnson Ave Wells 3 & 6, servicing Plainville / Bristol / Farmington / Southington; (20) Woodford Ave Wells 2A & 7, servicing Plainville / Bristol / Farmington / Southington; (21) Craigmoor Well, servicing Ridgefield; (22) Ridgefield Knolls Wells, servicing Ridgefield; (23) North St Wells, servicing Ridgefield; (24) Stratton Brook Well 4, servicing Simsbury / Granby / East Granby; (25) Stratton Brook Well 6, servicing Simsbury / Granby / East Granby; (26) Depot Wells 1 & 3, servicing Washington; (27) Woodrich Village Wells, servicing Wolcott; (28) Woodbury Well 1, servicing Woodbury; and (29) Woodbury Wells 2 & 3, servicing Woodbury.

30. Despite the numerous towns and cities listed above experiencing elevated levels of PFAS Chemicals, Aquarion identified only a few requiring any action on its part to bring those levels down, including the following.

a) *Danbury Cedar Heights System*: The Danbury Cedar Heights System has repeatedly experienced elevated levels of PFAS for two of its wells. Cedar Heights Wells had a PFOS result of 11 ppt in February 2020, which increased to 13 ppt in October 2020, and then consistently tested at 11 ppt in February 2021, June 2021, and August 2021. Cedar Wells had a PFOS result of 13 ppt in August 2021, and consistent results above 7 ppt, averaging 9-10 ppt during other tests. Aquarion implemented no short-term solution because "[b]oth water sources, Cedar Heights Wells and Cedar Wells, must remain online to ensure adequate water supply." Aquarion's long-term solution is to design an interconnection with another water system so that both Cedar Heights Wells and Cedar Wells can be shut off.

However, construction of the interconnection is planned for 2023, a delay of three years after the first reported elevated result.

b) *New Fairfield Bond Ball System*: Two wells in New Fairfield have experienced elevated levels of PFOS. The Biggs Wells had a PFOS result of 19 ppt in December 2019, 18 ppt in February 2020, 9 ppt in August 2020, 14 ppt in October 2020, 13 ppt in February 2021, 13 ppt in June 2021, 15 ppt in August 2021, and 15 ppt in April 2022. The Renda Wells had a PFOS result of 12 ppt in June 2019, 6 ppt in February 2020, 7 ppt in August 2020, and 8 ppt in April 2022. Aquarion's short-term solution was to "[w]henever possible … turn off the well with the highest PFAS results while ensuring adequate water supply," with a long-term solution of "designing PFAS treatment systems for the Biggs and Renda Wells," with construction planned for 2023.

c) *Newtown Regional System:* The Chimney Heights Well has experienced elevated levels of PFOS. In September 2022, there was a PFOS result of 11 ppt, for which as a short-term solution Aquarion will whenever possible "minimize the use of the Chimney Heights Well while ensuring adequate water supply" but is evaluating options for a long-term solution.

d) *Woodbury System, Woodbury Well #2/3*: The well had a PFOS level of 12 ppt in April 2022 which increased to 22 ppt in Sept. 2022, for which Aquarion installed a temporary treatment system to remove PFAS that became operational on February 10, 2023 as a short-term solution and is

designing a permanent PFAS treatment system for future construction as a long-term solution.

31. Although Aquarion implemented an effective solution for one system – Woodbury – it failed to do so for any other water source with detectable levels of PFAS Chemicals.

32. Aquarion has thus been knowingly supplying dozens of Connecticut towns and/or cities are with Water Aquarion knows is contaminated with detectable levels of PFAS Chemicals.

33. Despite this knowledge, Aquarion has not taken action to reduce PFAS Chemical contamination levels to non-detectable levels. Instead, Aquarion has continued serving Water contaminated with detectable PFAS levels to Plaintiffs and members the Class throughout Connecticut.

III. EFFECTIVE TREATMENT METHODS EXIST TO ELIMINATE PFAS CONTAMINATION FROM DRINKING WATER.

34. There are several effective methods to treat and/or remediate PFAS contamination of drinking water down to non-detectable levels.

35. Activated Carbon Treatment. Activated carbon treatment is the most common and most studied treatment for PFAS removal. Activated carbon is commonly used to adsorb organic compounds in drinking water treatment systems. Adsorption is a process of accumulating a substance, such as PFAS, at the interface between liquid and solid phases. Activated carbon is an effective adsorbent because it is a highly porous material and provides a large surface area to which contaminants may adsorb. Activated carbon is made from organic materials with high carbon contents such as wood, lignite, and coal; and is often used in granular form called granular activated carbon (GAC). GAC has been shown to effectively remove PFAS from drinking water when it is used in a flow-through filter mode after particulates have already been removed from the water via conventional sand filtration, or a similar process. According to the research, GAC

can be 100 percent effective for a period of time, depending on the specific PFAS that needs to be removed, the type of carbon used, the depth of the bed of carbon, flow rate of the water, temperature, and the degree and type of organic matter as well as the presence of other contaminants, or constituents, in the water.

36. Ion Exchange Treatment. Ion Exchange Treatment involves the use of resins made of highly porous, insoluble polymeric materials which act like magnets that attract and remove PFAS. There are two broad categories of ion exchange resins: cationic and anionic. The negatively-charged cationic exchange resins (CER) are effective for removing positively charged contaminants, and positively-charged anion exchange resins (AER) are effective for removing negatively-charged contaminants, like PFAS. Ion exchange resins are like tiny powerful magnets that attract and hold the contaminated materials from passing through the water system. Negatively charged ions of PFAS are attracted to the positively charged anion exchange resins. AER has shown to have a high removal capacity for many PFAS; however, it is typically more expensive than GAC. Of the different types of AER resins, perhaps the most promising are the PFAS-selective class of AER in a single use mode. Because this treatment technology does not need resin regeneration, there is no liquid contaminant waste stream from the regeneration process to consider, but the spent resin will need to be managed by either disposal or incineration. Like GAC, AER removes 100 percent of the PFAS for a time that is dictated by the type of PFAS that needs to be removed, the choice of resin, bed depth, flow rate, and the degree and type of background organic matter and other contaminants or constituents.

37. Reverse Osmosis (High Pressure Membrane) Treatment. Evidence shows that the use of high-pressure membrane treatments such as reverse osmosis is an extremely effective way to remove PFAS. Reverse osmosis is typically more than 90 percent effective at removing a wide

range of PFAS, including shorter chain PFAS. With both high-pressure membrane types, approximately 80 percent of the feed water (the water coming into the membrane) passes through the membrane to the effluent (the treated water). Approximately 20 percent of the feedwater is retained as a high-strength concentrated waste. A high-strength waste stream can be difficult to treat or dispose, especially for a contaminant such as PFAS. This technology may be best suited as a point-of-use technology for a homeowner, since the volume of water being treated is much smaller and the waste stream could be disposed of down the drain with less cause for concern. Use of high-pressure membranes used at the point-of-entry to a home or building may have a waste disposal problem because it is treating all the water used in that building and the waste stream will have a similarly higher flow rate. Also, high pressure membranes produce a treated water that is corrosive, and care must be taken (as is done at water utilities) to make sure this doesn't result in metal (lead and copper) corrosion of the building's premise plumbing and fixtures.

38. To date, defendant Aquarion has not utilized any of the above-mentioned treatment systems to ensure its Water is not contaminated with detectable levels of PFAS Chemicals.

IV. AQUARION KNOWS ITS WATER POSES A THREAT TO THE HEALTH OF ITS CUSTOMERS

39. Aquarion knew, or reasonably should have known, that PFAS Chemicals are toxic, harmful to human health, resist natural degradation, render drinking water unsafe and/or non-potable, and are capable of being removed from public drinking water supplies if proper action is taken.

40. Aquarion further knew that the presence of detectable levels of PFAS Chemicals in its Water poses a threat to the health of its customers, including Plaintiffs and members of the Class.

41. Despite Aquarion's knowledge, Aquarion has continued to manufacture, market, and sell PFAS-contaminated Water to Plaintiffs and members of the Class and—in an apparent attempt to avoid costs—has not undertaken *any* of the above-discussed treatment options, or other options capable of reducing PFAS Chemical concentrations in the Water to non-detectable levels.

42. Instead, Aquarion has chosen to pass on PFAS-contaminated Water to its customers, putting the health of Plaintiffs and members of the Class at risk, contaminating their bodies and properties.

V. AQUARION'S CONDUCT HARMED PLAINTIFFS AND MEMBERS OF THE CLASS.

43. Plaintiffs and members of the Class bought Water from Aquarion that was contaminated with unsafe levels of PFAS Chemicals, including PFOA and PFOS, and ingested that Water, which was one of the Water's intended uses.

44. Plaintiffs and members of the Class were thus damaged when they overpaid for Aquarion Water. That is, Plaintiffs and members of the Class paid more than they otherwise would have for a product—Aquarion's Water—that was contaminated with unsafe levels of PFAS chemicals and was thus unfit for its intended use.

45. Plaintiffs and members of the Class have additionally been damaged by their exposure to unsafe levels of PFAS Contamination via ingestion of the PFAS-contaminated Water provided by Aquarion. As a result of the PFAS Chemical exposure caused by ingestion and use of Aquarion's Water, PFAS Chemicals, including PFOA and PFOS, have accumulated in the blood and bodily tissue of Plaintiffs and members of the Class. As a result of the PFAS Chemical exposure and accumulation of PFAS Chemicals in their bodies, Plaintiffs and members of the Class are at increased risk of developing adverse health conditions.

46. Accordingly, Plaintiffs seek to recover damages (including but not limited to compensatory, punitive, and/or consequential damages) for the harm caused by Aquarion's wrongful conduct, as further detailed herein.

CLASS ALLEGATIONS

47. Plaintiffs bring this action as a class action pursuant to the Connecticut Rules for the Superior Court, Conn. Practice Book Secs. 9-7 and 9-8.

48. Plaintiffs seek class certification of a Class defined as follows:

> All citizens of Connecticut who bought Water contaminated with detectable levels of PFAS Chemicals (as defined above) from Aquarion and/or ingested Water contaminated with detectable levels of PFAS Chemicals supplied or sold by Aquarion during the Class Period (the "Class").

49. Plaintiffs reserve the right to modify or refine the definitions of the Class or add subclasses based upon discovery of new information.

50. Excluded from the Class are: (a) any Judge or Magistrate Judge presiding over the Action and members of their staff, as well as members of their families; (b) defendant Aquarion and defendant Aquarion's predecessors, parents, successors, heirs, assigns, subsidiaries, and any entity in which defendant Aquarion or its parents have a controlling interest, as well as defendant Aquarion's current or former employees, agents, officers, and directors; (c) persons who properly execute and file a timely request for exclusion from the Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) counsel for Plaintiffs and defendant Aquarion; and (f) the legal representatives, successors, and assigns of any such excluded persons.

51. Ascertainability. The proposed Class is readily ascertainable because it is defined using objective criteria which allow class members to determine if they are a member of the Class. Further, the Class can be readily identified through records maintained by defendant Aquarion.

52. Numerosity. The Class is so numerous that joinder of individual members herein is impracticable. There are hundreds of thousands of individuals and entities that purchased Water from defendant Aquarion who have been damaged.

53. Commonality. Common questions of fact and law exist for each cause of action and predominate over questions affecting only individual Class members, including:

a) Whether Aquarion's design, manufacture, and/or sale of the Water was unreasonably dangerous;

b) Whether Aquarion has failed to warn and/or adequately instruct regarding the dangers that can result from exposure to and/or use of the Water;

c) Whether Aquarion's conduct was negligent;

d) Whether Aquarion owed a duty of care to Plaintiffs and member of the Class to supply safe drinking water free of dangerous contaminants;

e) Whether defendant Aquarion breached its duty to warn Plaintiffs and members of the Class of, and protect Plaintiffs and members of the Class from, the long-term health risks and consequences of exposure to high levels of PFAS;

f) Whether the PFAS contamination of the Product described herein substantially interfered with the Plaintiffs' and members of the Class's use and enjoyment of their property;

g) Whether Aquarion's conduct constitutes unfair and/or deceptive acts or practices;

h) Where Aquarion was unjustly enriched as a result of its conduct;

i) Whether Aquarion's acts and omissions constitute a knowing, willful, and/or reckless disregard for the health and safety of Connecticut residents, including Plaintiffs and members of the Class; and

j) Whether medical monitoring and early detection will provide benefits to Plaintiffs and members of the Class.

54. Typicality. Plaintiffs' claims are typical of the claims of the other members of the proposed Class. Plaintiffs and members of the Class suffered injuries as a result of defendant Aquarion's wrongful conduct that is uniform across the Class.

55. Adequacy. Plaintiffs have and will continue to fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel competent and experienced in complex litigation and class actions. Plaintiffs have no interest that is antagonistic to those of the Class, and defendant Aquarion has no defenses unique to Plaintiffs. Plaintiffs and their counsel are committed to vigorously prosecuting the Action on behalf of the members of the Class, and they have the resources to do so. Neither Plaintiffs nor Plaintiffs' counsel have any interest adverse to those of the other members of the Class.

56. Substantial Benefits. This class action is appropriate for certification because class proceedings are superior to other available methods for the fair and efficient adjudication of this controversy and joinder of all members of the Class is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the Courts and defendant Aquarion, would create a risk of inconsistent or varying adjudications of the questions of law and fact common to members of the Class, and would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests. This proposed class action presents fewer management

difficulties than individual litigation, and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Class treatment will create economies of time, effort, and expense and promote uniform decision-making.

57. Class certification, therefore, is appropriate under Conn. Practice Book Sec. 9-7 and 9-8 because the above common questions of law or fact predominate over any questions affecting individual members of the Class, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

58. Plaintiffs reserve the right to revise the foregoing class allegations and definitions based on facts learned and legal developments following additional investigation, discovery, or otherwise.

COUNTS

FIRST COUNT: VIOLATION OF THE CONNECTICUT PRODUCT LIABILITY ACT, CONN. GEN. STAT. § 52-572m, *et seq.*

59. Plaintiffs and the members of the Class re-allege and incorporate the allegations set forth above.

60. At all relevant times, Aquarion was a "Product Seller" and a "Manufacturer" as to the Water it sold to Plaintiffs and the members of the Class within the meaning of the CPLA. *See* CONN. GEN. STAT. § 52-572m(b), (e).

A. CPLA – STRICT LIABILITY

61. At all relevant times herein, defendant Aquarion manufactured, sold, and distributed a defective product (the Water) to Plaintiffs and members of the Class.

62. The presence of detectable levels of PFAS Chemicals, including PFOA and PFOS in drinking water and the human body poses an inherent and extraordinary threat to human health

and well-being by threatening to expose the human body to PFAS Chemicals via the ingestion of drinking water, its intended use.

63. Therefore, because the Water contained detectable (and therefore dangerous) concentrations of PFAS Chemicals, including PFOA and PFOS, the Water was and remains dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchased it.

64. The accumulation of PFAS Chemicals in the bodies of Plaintiffs and members of the Class was a probable and foreseeable consequence of defendant Aquarion's design, manufacture, and sale of the defective PFAS-contaminated Water to Plaintiffs and members of the Class.

65. Defendant Aquarion is therefore strictly liable to Plaintiffs and members of the Class for the harm caused to them by defendant Aquarion's design, manufacture, and sale of the defective PFAS-contaminated Water.

B. <u>CPLA – NEGLIGENCE</u>

66. As a Product Seller and/or Manufacturer as defined by the CPLA, defendant Aquarion had a duty of reasonable care to avoid selling Water contaminated with detectable, unsafe levels of PFAS to its customers, which include Plaintiffs and members of the Class.

67. As known customers of Aquarion, Plaintiffs and members of the Class were within the scope of the risk created by Aquarion's conduct and were the foreseeable victims of negligent manufacture and design of the PFAS-contaminated Water.

68. Defendant Aquarion owed its customers, including Plaintiffs, members of the Class, and other foreseeable users a duty of reasonable care to eliminate and/or minimize to non-

detectable levels the PFAS concentration in the Water Aquarion sold to Plaintiffs and members of the Class.

69. Defendant Aquarion breached its duty to use reasonable care in one or more of the following ways:

a) By failing to prevent the contamination of water sources used to supply Water to customers with detectable levels of PFAS;

b) By failing to cease manufacturing, selling, and/or distributing PFAS-contaminated Water after learning the Water contaminated with detectable levels of PFAS;

c) By failing to employ adequate filtration and/or treatment methods to eliminate PFAS or reduce the PFAS concentration of the Water to non-detectable levels;

d) By manufacturing, producing, distributing, and/or selling Water without adequately ensuring the Water did not contain detectable levels of PFAS contamination;

e) By negligently failing to institute proper procedures and training to prevent, minimize, and/or promptly and effectively respond to the contamination of the sources of the Water with PFAS;

f) By negligently failing to promptly and effectively respond to its release of PFAS Chemicals into the sources of Aquarion's Water;

g) By negligently failing to warn its customers, including Plaintiffs and members of the Class, that they were being exposed to dangerous levels of PFAS and the consequent risks of disease the residents acquired because of that exposure.

70. As a direct and proximate cause of Aquarion's negligence, Plaintiffs and members of the Class have suffered, presently suffer, and will continue to suffer, *inter alia*, out of pocket expenses, the necessity for long-term medical monitoring, upset, aggravation, and inconvenience.

71. Defendant Aquarion is thus liable to Plaintiffs and members of the Class for fair compensation for the resulting injuries, which includes pain and suffering, reasonable expenses incurred for medical care and nursing in the treatment and cure of the injury, diminution in earning capacity, and pain and suffering and such medical expenses and diminution in earning capacity as are shown to be reasonably probable to continue in the future.

C. CPLA – FAILURE TO WARN

72. As a Product Seller and/or Manufacturer as defined by the CPLA, defendant Aquarion had a duty to adequately warn foreseeable users of its Water, including Plaintiffs and members of the Class, of the dangers posed by the PFAS-contaminated Water Aquarion sold to Plaintiffs and members of the Class.

73. Defendant Aquarion developed, tested, assembled, manufactured, packaged, labeled, prepared, distributed, marketed, and supplied the PFAS-contaminated Water for sale and sold the PFAS-contaminated Water to Plaintiffs for ingestion and consumption.

74. Plaintiffs and members of the Class utilized the Water supplied by defendant Aquarion in a reasonably foreseeable and intended manner.

75. The Water sold by defendant Aquarion was unreasonably dangerous to surrounding community residents, including Plaintiffs and members of the Class, without adequate warnings and instructions relating to prevent the accumulation inside the bodies of Plaintiffs and members of the Class and the increased risk of development of adverse health conditions resulting therefrom.

76. Defendant Aquarion knew or should have known that the PFAS-contaminated Water Aquarion sold would be ingested and would accumulate in bodies, including the blood serum and bodily tissues of individuals who ingested the Water, including Plaintiffs and members of the Class.

77. Defendant Aquarion failed to advise Plaintiffs, members of the Class, and those foreseeably exposed to defendant Aquarion's PFAS-contaminated Water about the risk that ingesting Aquarion's PFAS-contaminated Water would result in accumulation of PFAS Chemicals in bodies, including the blood serum and bodily tissues of individuals who ingested the Water, nor did Aquarion adequately inform individuals of techniques that could be employed to reduce or eliminate these risks.

78. Defendant Aquarion had actual knowledge of the health hazards that can result from exposure to PFAS Chemicals and Aquarion's PFAS-contaminated Water but failed to share such information with the Plaintiffs and members of the Class who were foreseeably exposed to their Water.

79. Defendant Aquarion acted with reckless indifference to the health and safety of residents in surrounding communities where its PFAS-contaminated Water was sold and ingested by failing to provide adequate warnings of the known dangers of the PFAS-contaminated Water when ingested by Plaintiffs and members of the Class.

80. As a direct and proximate result of defendant Aquarion's acts and omissions, Plaintiffs and members of the Class suffered, presently suffer, and will continue to suffer damages.

D. CPLA – NEGLIGENT DESIGN AND MANUFACTURE

81. As a Product Seller and/or Manufacturer as defined by the CPLA, defendant Aquarion engaged in testing, developing, designing, marketing, distributing, manufacturing, promoting, and selling the Water bought and ingested by Plaintiffs and members of the Class.

82. As a Manufacturer pursuant to the CPLA, defendant Aquarion had a duty to make and sell Water which was reasonably fit, suitable, and safe for its intended and/or foreseeable uses.

83. Aquarion owed that duty to: (1) direct purchasers of the Water such as Plaintiffs, (2) reasonably foreseeable users of the Water, and (3) any person who might reasonably be expected to otherwise ingest or consume the Water.

84. Defendant Aquarion's Water was used in a reasonably foreseeable manner and without substantial change in the condition thereof by Plaintiffs and members of the Class, and the Water was defective and unfit for its reasonable use.

85. At the time defendant Aquarion manufactured and distributed the Water purchased and ingested by Plaintiffs, defendant Aquarion knew of the defective and unreasonably dangerous condition of the Water it manufactured and distributed.

86. Defendant Aquarion therefore knew or should have known that use of the Water by Plaintiffs and members of the Class would result in exposure of Plaintiffs and members of the Class to unsafe, dangerous concentration of PFAS Chemicals.

87. Defendant Aquarion's Water was defective in design and unreasonably dangerous because, among other things:

a) PFAS Chemicals, including but not limited to PFOA and PFOS, cause extensive and persistent contamination when they come into contact with bodies of water and other water sources;

b) Water contaminated with detectable levels of PFAS Chemicals, including PFOA and PFOS, poses a significant threat to the health, safety, and welfare of those who ingest it; and

c) Aquarion did not design the Water to be adequately filtered to eliminate detectable concentrations of PFAS Chemicals, including but not limited to PFOA and PFOS.

88. Defendant Aquarion failed and refused to implement changes in the design of the Water that would have reduced the PFAS concentration of the Water to non-detectable levels and thus would have prevented further exposing Plaintiffs and members of the Class to dangerous levels of PFAS Chemicals through their use of the Water.

89. Throughout its conduct, defendant Aquarion failed to utilize the care required of a reasonably prudent drinking water manufacturer and seller under the circumstances, and the Water bought and ingested by Plaintiffs and members of the Class was, as a result of defendant Aquarion's conduct, defective and unreasonably dangerous.

90. The defective and unreasonably dangerous condition of the Water existed at the time the Water was distributed and sold by defendant Aquarion.

91. Defendant Aquarion expected its Water to reach its ultimate user without substantial change in the condition in which the Water was designed and manufactured, and the Water did reach Plaintiffs and members of the Class without substantial change in condition.

92. The foreseeable risk to public health and welfare, including that of Plaintiffs and members of the Class, posed by defendant Aquarion's Water outweighs the cost to defendant Aquarion of reducing or eliminating such risk.

93. Defendant Aquarion knew or should have known about reasonably safer and feasible alternatives to the Water as manufactured and sold during the Class Period.

94. As a direct and proximate result of defendant Aquarion's conduct, Plaintiffs have and will continue to suffer injuries and damages.

E. CPLA – MEDICAL MONITORING

95. As a direct and proximate cause of defendant Aquarion's conduct, including the design, manufacture, and sale of PFAS-contaminated Water, Plaintiffs have been exposed to hazardous levels of PFAS Chemicals through their ingestion of defendant Aquarion's Water.

96. As a result of the detectable (and therefore dangerous) levels of PFAS Chemicals in defendant Aquarion's Water, Plaintiffs have ingested and absorbed PFAS Chemicals, including PFOA and PFOS into their bodies, tissue, and cells where PFAS Chemicals are known to and have bioaccumulated over time. The presence of PFAS Chemicals in Plaintiffs' and members of the Class's bodies, tissue, and cells represents a manifest change in Plaintiffs' and members of the Class's bodies, tissue, and cells and leaves Plaintiffs at an increased risk of serious disease, illness, or injury. This bioaccumulation is a physiological change in Plaintiffs bodies occurring at a subcellular level.

97. Medical testing presently exists for serious diseases, illnesses and injuries that can result from exposure to and the presence of PFAS Chemicals in the human body. Early detection, combined with prompt and effective treatment, will significantly decrease the risk of death or the severity of disease, illness, or injury for all putative medical monitoring class members. Such testing is not routinely performed in the absence of the known exposure to PFAS Chemicals but conforms with the standard of medical and scientific care when such exposures are known.

98. A medical monitoring program will allow for early detection and prompt and effective treatment of any serious disease, illness, or injury caused by PFAS Chemical exposure. A medical monitoring program will save lives, decrease the severity of illness, decrease the impact of illness on lives and families, and reduce the costs of caring for such illnesses, and are periodically necessary.

99. The present value of the reasonable cost of such tests now and into the future can be calculated and known with reasonable certainty after further discovery is made.

F. CPLA – STATUTORY PUNITIVE DAMAGES

100. The harm suffered by Plaintiffs was the result of defendant Aquarion's reckless disregard for the safety of its product users, consumers, and others who were injured by defendant Aquarion's conduct.

101. At all times relevant, the defendant Aquarion owed a duty to refrain from willful, wanton, reckless, and/or outrageous conduct and/or conduct that exhibited an utter indifference to and/or conscious disregard of the health, safety, and well-being of Plaintiffs and members of the Class.

102. Defendant Aquarion was at all relevant times aware of the considerable health risks that can result from exposure to PFAS Chemicals and PFAS-contaminated drinking water, including the risk of causing various forms of cancer to those who ingested drinking water contaminated with PFAS Chemicals.

103. Defendant Aquarion was at all relevant times aware that the Water defendant Aquarion was selling to Plaintiffs and members of the Class was contaminated with detectable (and therefore dangerous) concentrations of PFAS Chemicals, including PFOA and PFOS.

104. Defendant Aquarion therefore at all relevant times knew that its design, manufacture, and sale of PFAS-contaminated Water would be likely to result in the exposure of Plaintiffs and members of the Class to unreasonably dangerous levels of PFAS Chemicals, including PFOA and PFOS, via the ingestion of drinking water, which would likely cause significant personal injury to Plaintiffs and members of the Class.

105. Notwithstanding this knowledge, defendant Aquarion acted in a manner that was intentional, willful, wanton, reckless, outrageous, and/or demonstrated an indifference to and/or conscious disregard of the health, safety, and well-being of Plaintiffs and the Class Members by, among other things:

a) Failing to take reasonable steps to minimize and/or eliminate the accumulation of PFAS Chemicals in the sources of defendants Aquarion's Water;

b) Selling Water to customers, including Plaintiffs and members of the Class, that defendant Aquarion knew had detectable (and therefore dangerous) concentrations of PFAS Chemicals and were thus likely to cause personal injury to Plaintiffs and members of the Class who ingested the Water;

c) Failing to institute proper procedures and training to prevent, minimize, and/or promptly and effectively respond to release of PFAS Chemicals into its water sources despite defendant Aquarion knowing that doing so was necessary to prevent personal injury to Plaintiffs and members of the Class;

d) Failing and refusing to implement changes in the design of the Water, including the utilization of filtration methods, that would have reduced the PFAS concentration of the Water to non-detectable levels despite knowing

that the failure to do so would result in significant personal injury to Plaintiffs and members of the Class; and

e) Failing to warn Plaintiffs and members of the Class that the Water the ingestion of the Water defendant Aquarion designed, manufactured, and sold to them would result in significant personal injury to Plaintiffs and members of the Class.

106. As a direct and proximate result of defendant Aquarion's willful, wanton, and reckless conduct, Plaintiffs and members of the Class suffered, presently suffer, and will continue to suffer personal injuries, the necessity for long-term medical monitoring, annoyance, upset, aggravation, and inconvenience.

SECOND COUNT: VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT, CONN. GEN. STAT. § 42-110a, *et seq.*

107. The Connecticut Unfair Trade Practices Act (CUTPA), CONN. GEN. STAT. § 42-110a, *et seq.,* declares that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful."

108. At all relevant times, defendant Aquarion engaged in trade and/or commerce within Connecticut.

109. Defendant Aquarion's deceptive and unfair conduct in the conduct of trade and/or commerce within Connecticut caused Plaintiffs and members of the Class to suffer ascertainable harm.

110. Defendant Aquarion engaged in unfair and deceptive acts or practices in the conduct of trade and commerce within Connecticut.

111. Defendant Aquarion deceptively marketed, advertised, offered, and represented to Plaintiffs and members of the Class that the Water sold by defendant Aquarion was safe and

reliable, when in fact that was not the case because it was contaminated with PFAS Chemicals, which are harmful to human health.

112. Defendant Aquarion's deceptive conduct caused Plaintiffs and members of the Class to suffer ascertainable harm. Plaintiffs and members of the Class paid to receive the safe and reliable water defendant Aquarion promised but did not receive it. Instead, Plaintiffs and members of the Class received low quality water that is not of the character they bargained for.

113. Defendant Aquarion's deceptive conduct was likely to, and did in fact, deceive and mislead members of the public as to the quality of the Water, including consumers such as Plaintiffs and members of the Class acting reasonably under the circumstances, to their detriment.

114. Defendant Aquarion also engaged in unfair conduct pursuant to CUTPA in that its conduct (1) caused or is likely to cause substantial injury to Plaintiffs and members of the Class; (2) the injury caused by defendant Aquarion could not have been reasonably avoided by Plaintiffs and members of the Class, and (3) the injury caused by Aquarion to Plaintiffs and members of the Class is not outweighed by countervailing benefits to them.

115. Aquarion's unfair conduct caused Plaintiffs and members of the Class to suffer ascertainable harm.

116. Defendant Aquarion chose to sell Plaintiffs and members of the Class drinking water contaminated with PFAS Chemicals instead of installing adequate filtration systems which would reduce PFAS Chemical concentrations in the Water down to non-detectable levels. This unfair conduct caused substantial injury to Plaintiffs and members of the Class in that it exposed them to dangerous, hazardous levels of PFAS Chemicals via the ingestion of the drinking water sold by defendant Aquarion. These injuries could not have been reasonably avoided by Plaintiffs

and members of the Class as they lacked adequate knowledge regarding the contamination and had no other options for publicly provided drinking water.

117. Because defendant Aquarion knew or should have known that its conduct was deceptive and/or unfair under Conn. Gen. Stat. § 42-110b(a), its conduct was willful and/or was undertaken with reckless disregard for the harm it would cause Plaintiffs and members of the Class.

118. Defendant Aquarion's deceptive and unfair acts described above directly and proximately caused Plaintiffs and members of the Class to suffer monetary losses not compensable under the CPLA. Therefore, Plaintiffs and members of the Class are entitled to relief under CUTPA for, *inter alia*, actual damages, attorneys' fees, and costs.

119. Defendant Aquarion's deceptive and unfair conduct is continuing and Aquarion has given no indication that it intends to cease its course of conduct, posing a threat of future harm to Plaintiffs and members of the Class, such that prospective injunctive relief in the form of installation of filters and medical monitoring is necessary.

120. Accordingly, Plaintiffs, individually and on behalf of all others similarly situated, seek (a) a declaration that defendant Aquarion's conduct described above violates the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, *et seq.;* (b) an award of actual damages; (c) an award of attorneys' fees and costs pursuant to Conn. Gen. Stat. § 42-110g(d); (d) an order enjoining defendant Aquarion from continuing to engage in the unfair and deceptive acts and practices described above; and (e) any further relief the Court deems just and proper.

CLAIMS FOR RELIEF

Plaintiffs, on behalf of themselves and members of the Class, claim monetary damages in excess of fifteen thousand dollars and equitable relief, including:

1. Damages for plaintiffs' financial losses;

2. Attorneys' fees and costs pursuant to Conn. Gen. Stats. § 52-240a;
3. Statutory punitive damages pursuant to Conn. Gen. Stats. § 52-240b;
4. Statutory punitive damages pursuant to Conn. Gen. Stats. § 42a-110g(a);
5. Attorneys' fees and costs pursuant to Conn. Gen. Stats. § 42a-110g(d);
6. Equitable relief in the form of an equitable order directing Aquarion to correct its practices and to install water treatment systems capable of and designed to filter PFAS contamination down to non-detectable levels and requiring the defendant Aquarion to establish a diagnostic medical testing program and medical monitoring protocol for Plaintiffs and the Class to monitor individuals' health and diagnose at an early stage any ailments that can result from exposure to PFAS Chemicals; and
7. Such other relief as the Court deems appropriate.

DEBORAH VINCENT, KATE LOSEY, and
COURTNEY RITCHOTTE

BY *<u>/s/ Ian W. Sloss</u>*

Ian W. Sloss *Juris No. 434800*
Johnathan Seredynski *Juris No. 439263*
Krystyna Gancoss *Juris No. 438981*
SILVER GOLUB & TEITELL LLP
ONE LANDMARK SQUARE, Floor 15
STAMFORD, CONNECTICUT 06901
Tel. (203) 325-4491
isloss@sgtlaw.com
jseredynski@sgtlaw.com
kgancoss@sgtlaw.com

PLEASE ENTER THE APPEARANCE OF:

SILVER GOLUB & TEITELL LLP
ONE LANDMARK SQUARE, 15TH FL.
STAMFORD, CT 06901
(203) 325-4491
JURIS NO. 058005

FOR THE PLAINTIFFS.