

STATE OF INDIANA ) IN THE HUNTINGTON SUPERIOR COURT  
 ) SS:  
COUNTY OF HUNTINGTON ) CAUSE NO. 35D-01-2006-CT-000338

EDMOND ASHER, *et al.*, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
RAYTHEON TECHNOLOGIES )  
CORPORATION f/k/a United )  
Technologies Corporation, LEAR )  
CORPORATION EEDS AND )  
INTERIORS, LLC as successor to United )  
Technologies Automotive, Inc., )  
ANDREWS DAIRY STORE, INC., L.D. )  
WILLIAMS, INC., CP PRODUCT, LLC, )  
as successor to Preferred Technical Group, )  
Inc., and LDW Development, LLC )  
 )  
Defendants. )

**PLAINTIFF TOWN OF ANDREWS, INDIANA'S BRIEF IN SUPPORT OF  
VERIFIED EMERGENCY MOTION FOR PRELIMINARY INJUNCTION**

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*Attorneys for the Town of Andrews, Indiana*

The Town of Andrews, Indiana (“Town”), pursuant to Rule 65 of the Indiana Rules of Trial Procedure, submits this Brief in Support of its Emergency Motion for Preliminary Injunction against Defendants, Raytheon Technologies Corporation (“Raytheon”), formerly known as United Technologies Corporation (“UTC”), Lear Corporation Eeds and Interiors (“Lear”) and CP Product LLC (“CP Product”) (collectively, “Raytheon Defendants”).

## **I. INTRODUCTION**

The Town’s drinking water supply has become contaminated with vinyl chloride (“VC”), a dangerous human carcinogen, emanating from UTC’s former subsidiary’s manufacturing facility known as the United Technologies Automotive facility (“Site”). While the chemical contamination has been known for decades, two recent facts have created the present emergency. First, a piece of equipment installed by UTC years ago to remove its toxic chemicals from the public well water, known as an “air stripper” (“Air Stripper”), has continued to malfunction, potentially allowing untreated water to be distributed through the public water supply. Affidavit of James T. Wells, Ph.D., attached hereto as Exhibit #1, at ¶ 3. Second, just last month the public well containing the highest levels of VC, and which had not been used by the Town for many years, was necessarily put back into use due to the loss of available water in the Town’s two other wells. Affidavit of John Harshbarger, attached hereto as Exhibit #2, at ¶¶ 7–19. This latest fact has created an emergency whereby the potential for unacceptable levels of VC within the

town's water supply must be addressed immediately by the Raytheon Defendants. According to Dr. Wells, use of the water being supplied to the Town for drinking, cooking and baking poses an immediate health threat. Wells Aff. at ¶ 3.

The Town faces an irreparable injury if an injunction is not granted because, due to UTC's contamination and equipment failures, it cannot ensure the safety of the Town's water.

The balance of harms weighs heavily in favor of the Town, as UTC is responsible for the VC, responsible for the Air Stripper and its operation, and therefore responsible for completely removing the VC from the public water served to Town residents and water-users.

Finally, the public interest would not be disserved by the requested injunction, as it will ensure the safety of the Town's drinking water supply.

Accordingly, the Town is entitled to injunctive relief and respectfully requests its Motion be granted.

## **II. STATEMENT OF FACTS**

### *The Parties*

The Town is a Plaintiff in the lawsuit filed contemporaneously herewith, in which numerous individuals and the Town seek, among other things, a complete and effective remediation and restoration of the environment throughout the town pursuant to Indiana's Environmental Legal Action statute, Ind. Code § 13-30-9-2 ("ELA"). As set

forth in that Complaint for Damages and Injunctive Relief (“Complaint”), the Town’s public water supply has been contaminated by chemicals dumped by the Raytheon Defendants at the Site. (*See Compl.* ¶¶ 91–121, 171–186.) The Town provides water for its residents and users through its public wellfield, located at the western edge of Town (“Wellfield”), which in turn contains three separate wellheads (“WH 1, WH 2 and WH 3”).

Raytheon, having just completed a merger with UTC, is a \$121 Billion company that remains responsible for the contamination from the Site. UTC’s subsidiary, United Technologies Automotive (“UTA”), engaged in manufacturing at the site for about 18 years, from approximately 1974 through 1992. UTA was sold to Lear in 1999. In approximately 1992, Preferred Technical Group, Inc. (“PTG”) purchased the manufacturing building at the Site and took over operations at the UTA facility, entering into a 99-year lease for the land beneath the UTA facility. CP Product is the successor-in-interest to PTG. The net effect of these corporate transactions was to allow Raytheon to sell its business, leave town, and leave its environmental mess behind.

### *UTC’s Chlorinated Solvent Plume*

Former UTA employees used to regularly dump chemical waste containing Trichloroethylene (“TCE”) onto soils behind the manufacturing building at the Site, causing TCE to enter the groundwater which flows toward the Wellfield. Former UTA employee Samuel Avalos testified in a deposition that for several years, he was required

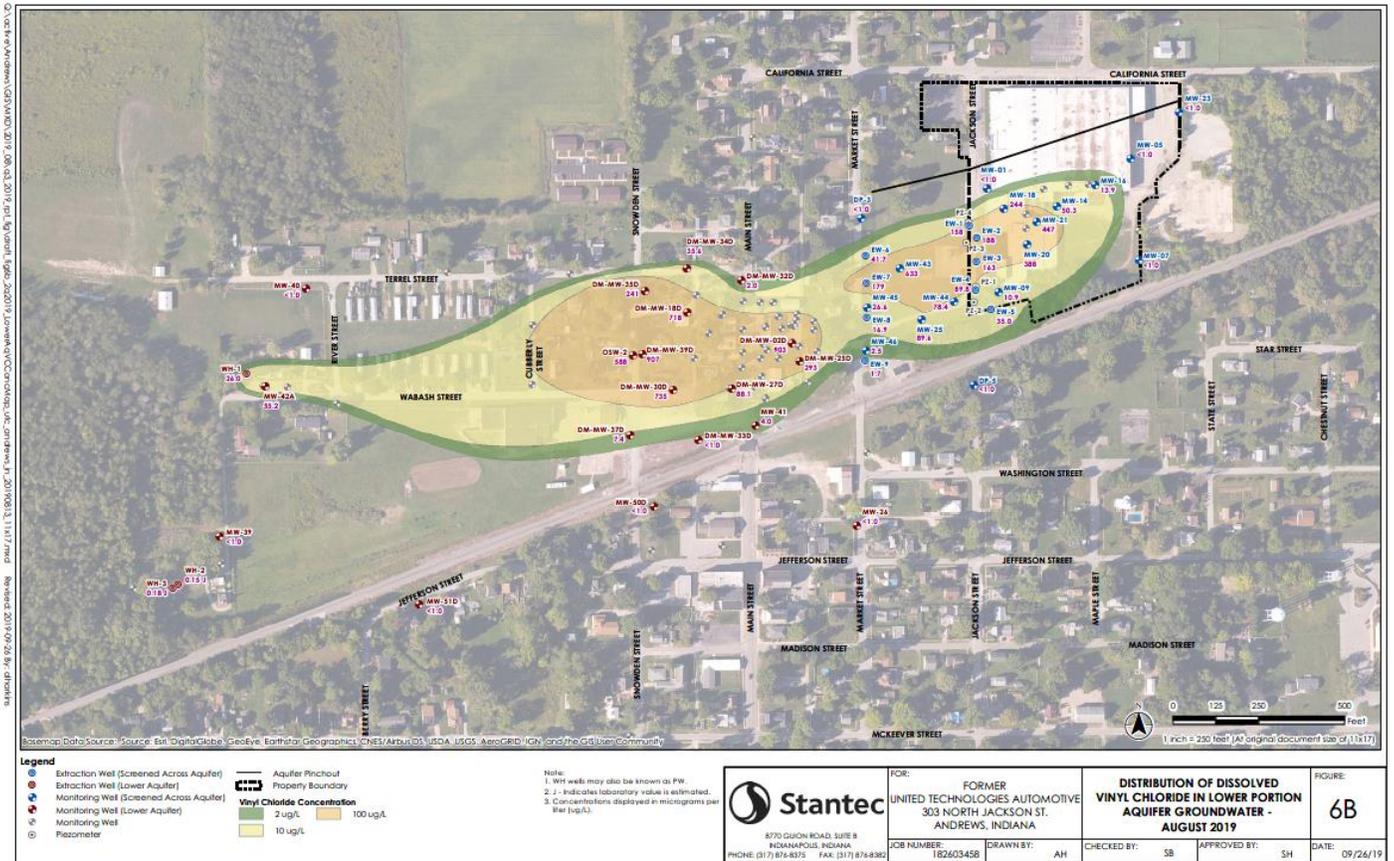
to clean out the used TCE from the factory's vapor degreaser at least once a week. (Ex. #3, at 24:18–26:19.) When Avalos cleaned out the degreaser, he collected “at least a couple of barrels” of used TCE. (*Id.* at 34:6–12). Avalos testified that for a one-to-two year period, upon instructions from the UTA Facility's engineering manager, he would wheel the barrels of used TCE to the edge of a loading dock, and “we'd dump them on the ground” into the grassy area behind the factory. (*Id.* at 34:18–35:3; *see also* 31:21–36:19, 38:19–39:7, 58:24–59:2.)

Ray Tackett, a former supervisor at the UTA factory, testified in a deposition that UTA used to use a series of hoses and PVC pipes to drain a hazardous chemical holding tank, which included cutting oil and TCE, onto a grassy area out behind the factory. (Ex. #4, at 89:20–92:23.)

These activities have caused soil and groundwater at the Site to become contaminated with hazardous chemicals. The hazardous chemicals move offsite as vapors in sewers and utility lines, and they dissolve into the groundwater.

As discussed below, TCE is a chlorinated solvent that, over time, degrades into VC—the chemical now present in dangerous levels in WH 1.

The groundwater contamination emanating from the Site is well documented, as shown in the most recent Plume Map prepared by Raytheon's environmental consultant, Stantec:



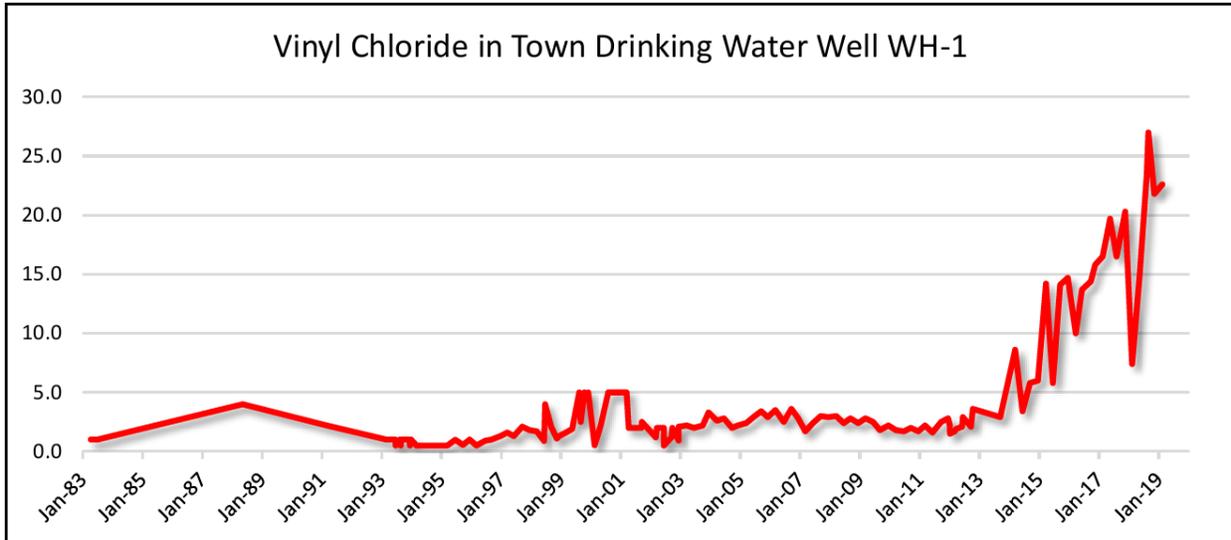
(Ex. 5, Attachment at 18 [Fig. 6B].)

As shown in the Plume Map, the contamination stretches westward from the Site (upper right, at California and Jackson Streets) at least 2,700 feet to the southwest, and is now present in the Wellfield, where the Town draws its water for public consumption.

See also Wells Aff. at ¶ 10. The above Map shows that as of August 2019, VC in the lower aquifer (the aquifer supplying water to the Town) is still impacting WH 1 within the Wellfield. (See “WH-1” at the far left end of the VC plume.)

While Raytheon’s chlorinated solvents have historically been detected in all three Wellheads, the VC levels have been much higher in WH 1. *Id.* at ¶¶ 4, 7. The graph

below shows how levels of VC have rapidly increased in WH 1 over the past several years:



Wells. Aff., Ex. A thereto, at p.36, Exhibit 7.

The most recent sample result from WH 1 showed 26 parts per billion (“ppb”) of VC, which is more than **10 times** the federal Maximum Contaminant Level (“MCL”) for VC. (Ex. 5, Attachment at p.69, Table 6 (p.39).) The United States Department of Health and Human Services has determined that VC is a known human carcinogen. (Ex. #6, at 4.)

Due to odor and taste complaints from WH 1, the Town has historically not drawn water from that well, instead drawing its water supply from WH 2 and WH 3, which have had much lower levels of contamination (even though still contaminated). Harshbarger Aff. at ¶¶ 9–16. However, starting in May 2020, WH 2 and WH 3 were incapable of providing sufficient water, and WH 1 was put back into use. *Id.* at ¶¶ 18–

19.

In 1994, after it learned of the on-Site and off-Site groundwater contamination, UTC installed the Air Stripper – a special piece of equipment designed to remove chlorinated solvents drawn from the Wellheads prior to being distributed to through the Town’s water system. Wells Aff. at ¶ 4.

Stantec exercises exclusive control over the Air Stripper; Town employees are not allowed access to the building in which the Air Stripper is located. Harbarger Aff. at ¶ 23. The Air Stripper has experienced breakdowns and interruptions in the past and has proven unreliable. Wells Aff. at ¶ 4.

The mechanical problems with the Air Stripper, while troubling in the past, have now resulted in an emergency due to the manner in which water is being drawn by the Town at the Wellfield. The most recent malfunction occurred beginning on June 6, 2020. Affidavit of Laury Powell, attached hereto as Exhibit #7, (*see* Ex. #7, attached Andrews Town Council Minutes of Minutes of a Public Meeting Held June 8, 2020, at 2 (Report of Utilities Department, reporting on mechanical problem with Stantec’s equipment)); *see also* Harshbarger Aff. At ¶¶ 20–35. As explained by Mr. Harshbarger, the President of the Town’s Council, the Town does not believe that the Air Stripper is providing adequate protection to its drinking water supply. *Id.* at ¶ 36.

Coupled with the unreliability of the Air Stripper, the use of WH 1 for public water creates an emergency threat that cannot be controlled by the Town, since only

Raytheon has access to, and control over, the Air Stripper operation.

### *The Required Immediate Remedy*

Dr. James T. Wells is an environmental scientist with a Ph.D. in Geological Sciences and over 25 years of experience in environmental science, including hydrology and groundwater contamination. Wells Aff. at ¶ 9. Dr. Well's scientific opinions have served as the basis for preliminary injunctions involving environmental contamination in the past. *See Rev 973 LLC v. Mouren-Laurens*, No. CV 98-10690 AHM (Ex), 2010 WL 383615 (C.D. Cal. Jan. 25, 2010) (attached hereto as Exhibit #8; Dr. Wells's affidavit in that case is attached hereto as Exhibit #9).

As explained in his Affidavit, Dr. Wells has determined that a drinking water crisis exists in the Town as a direct result of the presence of VC in WH 1, coupled with the unreliability of the Air Stripper. Wells Aff. at ¶¶ 3–8. Accordingly, Dr. Wells is recommending three immediate actions be implemented:

1. Provision of bottled water to all residents for drinking, cooking and bathing.

*Id.* at ¶ 15.

2. Installation of new wells that are vertically or horizontally separated from the contaminated aquifer for the Town's public water system. *Id.* at ¶ 13. This will require a geologic investigation. *Id.*
3. Upgrade and modification of the Air Stripper to add redundancy to protect the integrity of the water supply during malfunctions. *Id.*

These actions would serve to protect the public's use of the Town's water during the pendency of this action.

### III. ANALYSIS

#### **A. The Town Meets All Requirements for the Issuance of a Preliminary Injunction.**

To obtain a preliminary injunction, the Town need only show by a preponderance of the evidence: (1) a reasonable likelihood of success on the merits at trial by establishing a *prima facie* case; (2) remedies at law are inadequate, resulting in irreparable harm pending resolution of the substantive action if a preliminary injunction is not granted; (3) the threatened injury to the Town and its water users outweighs the potential harm to the Raytheon Defendants from the granting of an injunction; and (4) the public interest would not be disserved by granting the injunction. *Hannum Wagle & Cline Engineering, Inc. v. American Consulting, Inc.*, 64 N.E.3d 863, 873 (Ind. Ct. App. 2016) (citing *Cent. Ind. Podiatry, P.C. v. Krueger*, 882 N.E.2d 723, 727 (Ind. 2008); *Apple Glen Crossing, LLC v. Trademark Retail, Inc.*, 784 N.E.2d 484, 487-88 (Ind. 2003)).

The grant of a preliminary injunction is within the sound discretion of the trial court. *Reilly v. Daly*, 666 N.E.2d 439, 443 (Ind. Ct. App. 1996). When determining whether or not to grant a preliminary injunction, the trial court must make findings of fact and state its conclusions thereon. Ind. T.R. 65(D); 52(A). The Court must provide an opportunity for a hearing upon notice to the non-moving parties. Ind. T.R. 65(A)(1). When findings and conclusions are made, an appellate court must determine if the trial

court's findings support the judgment. *Norlund v. Faust*, 675 N.E.2d 1142, 1149 (Ind. Ct. App. 1997). The trial court's judgment will be reversed only when clearly erroneous. *Id.* An appellate court considers the evidence only in the light most favorable to the judgment and construes findings together liberally in favor of the judgment. *Id.*

As discussed below, the Town is entitled to injunctive relief because it is likely to succeed on the merits of its claims; the Town does not have an adequate remedy at law and there is a substantial threat of irreparable harm if a preliminary injunction is not issued; the threatened injury to the Town and the public outweighs any potential injury to the Raytheon Defendants; and the injunction will serve, not disserve, the public interest.

**B. The Town Is Likely To Succeed On The Merits of Its Underlying Claims.**

There is no dispute that Raytheon is responsible for the chlorinated solvent contamination now present in the Wellfield. In a wrongful death case pending in the Huntington County Circuit Court, Raytheon has admitted that “in approximately 1992, UTC discovered that TCE had been released at the Facility, resulting in a plume of TCE and/or its degradation products extending in groundwater off-site from the Andrews Facility approximately 2,700 feet.” (Ex. #10, at ¶¶ 46, 52.)

Under Indiana common law and the ELA statute, Raytheon is responsible for the remediation of the soil and groundwater contaminated by Raytheon’s chemicals. *See, e.g., Shell Oil Co. v. Meyer*, 705 N.E.2d 962, 978 (Ind. 1998) (“Contaminant finding its way onto the property of the Landowners has elements of both a trespass and a nuisance and, in

addition, is abnormally dangerous.”); *5200 Keystone Ltd. Realty, LLC v. Filmcraft Labs., Inc.*, 30 N.E.3d 5, 13 (Ind. Ct. App. 2015) (quoting Ind. Code § 13–30–9–2, and explaining that the ELA statute imposes liability on one who “caused or contributed to the release of a hazardous substance or petroleum into the surface or subsurface soil or groundwater that poses a risk to human health and the environment”).

When drinking water is threatened by hazardous chemicals or other impurities, the courts routinely act quickly to protect the public, including through the issuance of preliminary injunctions. For example, in *Martin v. Pinellas County*, 444 So.2d 439 (Fla. Dist. Ct. App. 1984), the court affirmed the trial court’s issuance of a preliminary injunction to protect public wellfields from hazardous chemicals. *Id.* at 442. The court stated in pertinent part:

We are after all, dealing with the single most necessary substance for the continuation of life, and that substance is water. Any danger to that primary necessity is ecologically and humanly unacceptable.

*Id.* at 441; see also *Water Works and Sewer Bd. Of City of Birmingham v. Inland Lakes Investments, LLC*, 31 So.3d 686, 693 (Ala. 2009) (reversing trial court’s denial of preliminary injunction to protect drinking water source); *Dump the Dump, Inc. v. Town of Islip*, 116 A.D.2d 552 (N.Y. App. Div. 1986) (affirming grant of preliminary injunction, recognizing statutory need to curb “significant threat to the quality of . . . drinking water.”); *Town of Brookhaven v. Sills Road Realty LLC*, 2014 WL 2854659, \*7 (E.D.N.Y. June 23, 2014) (granting preliminary injunction, finding that defendants’ activities presented “irreparable risks of contamination of drinking water supplies.”).

In *REV 973 LLC*, the court granted a preliminary injunction requiring

environmental remediation to, among other things, protect two drinking water wells from chlorinated solvents being leaked into the environment. The court specifically cited, and relied upon, a Declaration from Dr. James T. Wells in which Dr. Wells concluded that “these discharges containing elevated levels of chlorinated VOCs and petroleum hydrocarbons pose a serious risk of harm to public health and the environment through contamination of soil and groundwater.” 2010 WL 383615 at \*5. (*See also* Ex. #9, at ¶ 11.) The court cited unrefuted evidence that the chemical contamination within the groundwater would *eventually* reach two drinking water wells, as support for the preliminary injunction. *Id.*

Here, the contamination to drinking water wells is not *eventual*—it has already occurred and, *a fortiori*, supports the requested injunctive relief to protect the public.

**C. The Town and its Water Users Will Suffer Irreparable Harm If the County is Not Enjoined.**

The Town and all who use the Town’s water will be irreparably harmed if the Raytheon Defendants are not ordered to take the steps necessary to eliminate the VC and other chemicals from the Town’s wellfield; no adequate remedy at law exists.

Harm is considered irreparable if it cannot be compensated for through damages upon resolution of the action. *Hannum Wagle & Cline Eng’g, Inc. v. Am. Consulting, Inc.*, 64 N.E.3d 863, 876 (Ind. Ct. App. 2016). While mere economic injury generally does not support a request for a preliminary injunction, the trial court must determine whether a legal remedy is “as full and adequate as the equitable remedy.” *Barlow v. Sipes*, 744 N.E.2d 1, 6 (Ind. Ct. App. 2001).

In commercial cases, Indiana courts have granted preliminary injunctions to protect a business's reputation and/or goodwill. *Id.* at 8 (“[i]t has long been recognized that a business’ reputation and goodwill are property rights... [w]e have upheld the grant of a preliminary injunction to protect a business’ reputation and goodwill”). “Equitable relief is the efficient and practical means of ensuring that the good will... is not destroyed pending the resolution of [this action].” *Id.* at 8-9.

Here, much more is at stake than commercial reputation and goodwill. The public health is at stake, and as discussed above, courts across the country routinely find that threats to drinking water constitute an irreparable harm. For example, the court in *REV 973* stated in relevant part:

“Environmental injury, by its nature, can seldom be adequately remedied by money damages and is often permanent or at least of long duration.” Here, the Movants have presented evidence that establishes that it is likely that contaminated water is leaking out of The Container and contaminating the surrounding soil and groundwater, which in turn is threatening public and environmental health. This is sufficient to establish the likelihood of irreparable harm in the absence of preliminary relief.

2010 WL 383615 at \*6 (citations omitted). *See also United States v. 27.09 Acres of Land, More or Less, Situated in the Town of Harrison and the Town of North Castle, County of Westchester, State of New York*, 760 F.Supp. 345, 353-55 (S.D.N.Y. 1991) (finding likely irreparable harm and noting that “the threatened introduction of contaminants into drinking water, even if not in actual violation of applicable drinking water standards, is itself plainly significant.”).

In *Martin*, the court easily found irreparable harm based on evidence of “the potential dilution of the [buried] chemicals as they traveled towards the wellfield.” 444 So.2d at 441. The court concluded, stating:

The issuance of the temporary mandatory injunction is affirmed. To do otherwise would leave the trial court and other courts of this state powerless to protect the public and the environment from the apparent harm which results from the illegal burying of deleterious materials.

*Id.* at 442.

Likewise here, under the present facts, to deny the requested injunctive relief would leave the Town powerless to protect its residents from the serious risks posed by the Raytheon Defendants’ toxic chemicals.

In Indiana, “[a] plaintiff’s remedies at law are inadequate for purposes of issuing an injunction where irreparable harm would be caused pending resolution of the substantive action of the injunction did not issue.” *Ferrell v. Dunescape Beach Club Condominiums Phase I, Inc.*, 751 N.E.2d 702, 713 (Ind. Ct. App. 2001). The injunction is necessary to protect against the present threat that water users in the Town will be exposed to VC at levels far above Indiana’s drinking water standards. Wells Aff. at ¶¶ 6–7, 13.

**D. The Harm to the Town and Its Water Users Easily Outweighs the Threatened Harm Issuance of an Injunction May Inflict on the Raytheon Defendants.**

The facts of this case should lead this Court to readily conclude that the harm posed by the continued presence of VC in WH 1, along with the unreliable Air Stripper

installed over 20 years ago by Raytheon, outweighs any potential harm incurred by the Raytheon Defendants in implementing Dr. Well's proposal.

As discussed above, and as set forth in more detail in the Complaint, Raytheon does not dispute that it released TCE at the Site and that this contamination has entered the groundwater and migrated "approximately 2,700 feet." (Ex. #10, at ¶¶ 46, 52.) Raytheon's own consultant most recently prepared a map illustrating this fact. (See Ex. #5, Attachment at 18 [Fig. 6B].) Raytheon is legally obligated to remove this contamination, and in 1993 it entered a voluntary cleanup program ostensibly to avoid an enforcement action.<sup>1</sup> The potential "harm" to be incurred by Raytheon from the requested injunction is merely the cost to prevent the water users within the Town from exposure to toxic chemicals UTC wrongfully released into the groundwater. Several facts demonstrate this lack of harm.

First, Raytheon is a \$121 Billion company whose former subsidiary recklessly dumped TCE and other chemicals directly into the environment, ruining the sole groundwater source for the public's use. Second, when UTC installed the Air Stripper in 1994, it told the Town that the equipment was only temporary, and that it would be removed when the contamination was cleaned up. Harshbarger Aff. at ¶ 39. Instead,

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<sup>1</sup> Raytheon is a participant in Indiana's Voluntary Remediation Program and has been since 1994. (Ex. #11.) It is telling that, despite its supposed efforts to address its contamination, the VC levels in WH 1 are drastically increasing. (See Ex. 5, Attachment at p.69, Table 6 (p.39); see also Wells. Aff., Ex. A thereto, at p.36, Exhibit 7.) Obviously, Raytheon's voluntary efforts are failing and the Court's intervention and Order is required.

UTC sold its business in Andrews, left town, and left its mess and the Air Stripper behind to the continued peril of Town water users. To require the Raytheon Defendants to now ensure clean water for the Town is not a “harm” that deserves any weight – it is delayed justice.

Moreover, in Indiana, “when the acts sought to be enjoined are unlawful, the plaintiff need not make a showing of irreparable harm or a balance of the hardship in his favor.” *Ferrell*, 751 N.E.2d at 713 (citing *L.E. Services, Inc. v. State Lottery Com’n of Indiana*, 646 N.E.2d 334, 349 (Ind. Ct. App. 1995), *trans. denied.*). The Raytheon Defendant’s release of TCE into the soil and groundwater in Andrews is in violation of Indiana law.

Indiana’s environmental laws prohibit a person from discharging “any contaminant” into the environment that “would cause pollution that violates . . . standards adopted by the appropriate board under the environmental management laws.” Ind. Code § 13-30-2-1(1).

Indiana’s Water Pollution Control Board has adopted a standard for VC in community drinking water of 2 ppb (or .002 parts per million). *See* 327 IAC 8-2-5.4. The Raytheon Defendants’ release of TCE has caused the VC level in WH 1 to exceed this standard by over 10 times (26 ppb), and if the requested injunction is not entered, those excessive levels of VC may enter the Town’s drinking water system, in violation of the regulatory standard.

In addition, Indiana’s environmental laws also prohibit a person from depositing or causing or allowing the deposit “of any contaminants or solid waste upon the land,

except through the use of sanitary landfills, incineration, composting, garbage grinding, or another method acceptable to the solid waste management board.” Raytheon’s employees’ acts of dumping and releasing TCE waste directly onto the land at the Site was in violation of Indiana law. Accordingly, the Town need not establish irreparable harm or the balance of hardships.

**E. The Public Interest Would be Served if the Town’s Requested Injunctive Relief is Granted.**

As noted in the above-cited cases involving threats to drinking water, the public interest is served by protecting the safety of the Town water supply. *See, e.g., 27.09 Acres*, 760 F.Supp. at 354 (recognizing the public interest weighed in favor of preliminary injunction, and “the imperative to assure pure drinking water for eight million people”); *see also Seaboard System R.R., Inc. v. Clemente*, 467 So.2d 348, 353 (Dist. Ct. Fla. 3d Dist. 1985) (preliminary injunction to protect potable water supply was “clearly in the public interest.”)

Moreover, the public interest factor may be declared in the form of a statute. *Golden Gate Restaurant Ass’n v. City and Cty. Of San Francisco*, 512 F.3d 1112, 1127 (9th Cir. 2008) (citing Wright, Miller & Kane, *Federal Practice and Procedure* § 2948.4, at 207 (2d ed. 1995)). In this case, the Indiana General Assembly has declared the public interest in maintaining the purity of public resources, including drinking water. In a rather unusual, and strong, statement of legislative findings, the Indiana General Assembly has recognized “[t]he critical importance of restoring and maintaining environmental quality

to the overall welfare and development of humans,” and that “[e]ach person has a responsibility to contribute to the preservation and enhancement of the environment.”

Ind. Code § 13-12-4-2(2) and (3).

There can be no reasonable debate that the public interest weighs in favor of providing pure water to the Town.

#### **IV. CONCLUSION**

For the reasons stated above, the Town has shown a likelihood of success on the merits of its claims for injunctive relief, that it will suffer irreparable harm, that it is without an adequate remedy at law, and that equities and public interest weigh heavily in its favor as a matter of law.

WHEREFORE, the Town respectfully requests that this Court grant its Motion and enter an Order implementing the actions recommended by Dr. Wells.

Respectfully submitted,

/s/ Thomas A. Barnard

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on June 19, 2020, a copy of the foregoing was electronically filed with the Clerk of Court using Odyssey Efile, and that a copy of the foregoing was mailed by U.S. mail, certified and postage pre-paid, to:

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