

# PFAS Litigation and Insurance Coverage Update

November 2025

PFAS liability continues to garner attention in the investor and insurance communities. This update addresses some notable developments in consumer products, personal injury, and environmental contamination litigation concerning PFAS, as well as PFAS-related insurance coverage litigation. We include a “scorecard” cataloging noteworthy insurance coverage rulings to date. Please subscribe for future updates and the monthly Insurance Law Alert by clicking [here](#).

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“The legal acumen and intellect of the team at Simpson is a given, but they also are collaborative and incredibly practical in their approach to handling complex, high stakes matters.”

– *The Legal 500*  
(quoting a client)



## PFAS Consumer Products, Environmental, and Personal Injury Litigation

“PFAS” are per- and polyfluoroalkyl substances, sometimes called “forever chemicals” because they are long-lasting and break down slowly over time. Since the 1940s, PFAS have been used in a variety of industrial applications and consumer products, including fire-fighting foam, non-stick cookware, grease-resistant food packaging, and various water-proof and stain-repellent products. According to the EPA, due to “their widespread use and their persistence in the environment,” PFAS are found “all over the world and are present at low levels in a variety of food products and in the environment,” and certain “[s]cientific studies have shown that exposure to some PFAS in the environment may be linked to harmful health effects in humans and animals.” EPA, *PFAS Explained*, <https://www.epa.gov/pfas/pfas-explained> (last visited November 18, 2025).

Thousands of lawsuits are currently pending in the United States that allege harms purportedly caused by PFAS, and the pace of new case filings has only continued to increase in recent years. Suits have been brought by various plaintiffs, including governments, public water systems, environmental groups, and individuals. Defendants include manufacturers, distributors, and retailers of products that contain PFAS, as well as companies that allegedly polluted the environment with PFAS.

All told, PFAS-related litigation to date has resulted in billions of dollars in settlements, which, in turn, have led to demands for insurance and associated coverage litigation. By way of illustration, we highlight below three categories of PFAS litigation—consumer products lawsuits, environmental contamination actions by state attorneys general, and a federal multi-district litigation concerning aqueous film-forming foams.

### CONSUMER PRODUCTS LITIGATION

In recent years, a large and growing volume of PFAS-related lawsuits have been filed against companies that make and sell a wide variety of consumer products, including bandages, carpets, clothing, cosmetics, food and beverages, grease-resistant food packaging, mouthwash, non-stick cookware, and various other items. These suits are often styled as putative class actions brought on behalf of a class of consumers who purchased the product and allege that the company failed to disclose the presence of PFAS in the product or deceptively marketed the product in a manner that suggested it was PFAS-free. The plaintiffs frequently seek money damages for alleged economic injuries, asserting that they would not have purchased the product or would have paid less if the company had disclosed that it contained PFAS.

For example, a proposed class action is currently pending in New Jersey federal court against Johnson & Johnson and Kenvue Inc., in which plaintiffs allege that the companies failed to disclose the presence of PFAS in Band-Aid

products. Another putative class action was filed in New York federal court against The Coca-Cola Co. based on allegations that the company falsely marketed an orange juice as having “all-natural ingredients” despite purportedly containing PFAS. As a further example, a proposed nationwide class action was brought against a children’s clothing company in Illinois federal court, which alleged that the company failed to disclose that its school uniforms contained PFAS.

Some of these cases have been resolved through motions to dismiss. For instance, in September 2025, the Southern District of New York dismissed the Coca-Cola Co. orange juice lawsuit mentioned above, finding that the plaintiff failed to plausibly allege that the specific products he purchased—as opposed to different products that he sent to a laboratory for testing—in fact contained PFAS. Other consumer products lawsuits, however, have survived the motion-to-dismiss stage. For example, in June 2025, another New York federal court allowed certain claims to proceed against Colgate-Palmolive Co. and its Tom’s of Maine Inc. unit, which alleged that its mouthwash contained PFAS despite being marketed as “natural.”

The scope of PFAS-related consumer products litigation continues to grow. On October 29, 2025, for example, another proposed class action complaint was filed in California federal court against a garden supply company, alleging that it falsely marketed soil and fertilizer products as being organic despite containing PFAS. New cases continue to be filed on a regular basis.

#### STATE AG LITIGATION

Dozens of state attorneys general have commenced PFAS-related lawsuits and investigations against various companies for alleged environmental contamination and other public harms purportedly stemming from PFAS. These actions have named as defendants not only manufacturers of PFAS-containing products, but also companies that purportedly emitted PFAS into the environment as part of their business operations.

Notably, in August 2025, New Jersey entered into a \$2.5 billion settlement with DuPont, Chemours, and Corteva to resolve the state’s claims of PFAS contamination at various sites across the state. The settlement, which has been described as the largest environmental settlement obtained by a single state, followed weeks of bench trial proceedings in New Jersey federal court regarding DuPont’s purported liability for contamination at a site in Salem County. A few months earlier, in May 2025, 3M reached a \$450 million settlement with New Jersey, also resolving PFAS contamination claims in the state.

“The firm is  
right at the top  
of the pyramid in  
terms of ability.”

– Chambers USA 2025  
(quoting a client)

Listed below are significant settlements of PFAS litigations and investigations brought by states to date:

State AG Litigation: Notable Outcomes		
Date	Parties	Amount
Aug. 2025	DuPont, Chemours, and Corteva / New Jersey	\$2.5 billion settlement
May 2025	3M / New Jersey	\$450 million settlement
Nov. 2023	Dupont, Chemours, and Corteva / Ohio	\$110 million settlement
June 2023	Solvay / New Jersey	\$393.8 million settlement
July 2021	DuPont, Chemours, and Corteva / Delaware	\$75 million settlement (initial payment of \$50 million, plus \$25 million in 2023)
Feb. 2018	3M / Minnesota	\$850 million settlement

FEDERAL  
AFFF MDL

In the federal court system, *In re Aqueous Film-Forming Foams Prods. Liability Litigation*, MDL No. 2873 (D.S.C.) is a multi-district litigation that includes more than 12,000 lawsuits that assert claims related to environmental contamination and personal injuries purportedly caused by aqueous film-forming foam (“AFFF”), a fire-fighting foam that contains PFAS. A series of settlements in 2023 and 2024 resolved claims brought by public water systems—for example, a settlement by 3M worth up to \$12.5 billion and a \$1.18 billion settlement by DuPont, Chemours, and Corteva. With respect to personal injury claims, the first bellwether trial in the AFFF MDL was scheduled to begin in October 2025, but was recently postponed by the court to allow additional time for new cases to be filed.

The table below identifies significant settlements in the AFFF MDL to date:

Federal AFFF MDL: Notable Outcomes		
Date	Parties	Outcome
May 2024	BASF / Public water systems	\$316.5 million settlement
April 2024	Tyco / Public water systems	\$750 million settlement
June 2023	3M / Public water systems	Up to \$12.5 billion settlement
June 2023	DuPont, Chemours, Corteva / Public water systems	\$1.18 billion settlement

## PFAS Insurance Coverage Litigation

PFAS-related insurance coverage litigation continues to expand and progress, with a number of courts having reached merits decisions on core coverage issues. To date, most decisions have addressed the duty to defend under commercial liability insurance policies and, in particular, application of pollution exclusions. A handful of decisions have also addressed other coverage issues, including trigger, the number of occurrences, and allocation. A “scorecard” of notable coverage decisions is included at the end of this publication. Below, we address two noteworthy decisions issued in 2025.

### California Federal Court Rules That Pollution Exclusion Bars Coverage For PFAS Claims Alleging Environmental Contamination

#### HOLDING

In February 2025, a California federal court issued a multi-part summary judgment decision that: (i) a pollution exclusion barred coverage for PFAS claims that alleged indirect exposure to PFAS in the environment; (ii) liability insurers had no duty to defend more than 180 claims that alleged direct exposure to PFAS in products because the policyholder failed to show that the claims alleged injury after the policyholder began operating; and (iii) the insurers had a duty to defend one “direct exposure” case that alleged injuries after the policyholder began operations. *Nat’l Foam, Inc. v. Zurich Am. Ins. Co.*, 768 F. Supp. 3d 1009 (N.D. Cal. Feb. 26, 2025).

#### BACKGROUND

National Foam, a manufacturer of aqueous film-forming foam (“AFFF”), was sued by thousands of plaintiffs who alleged injury caused by exposure to PFAS from its products. Most of the suits are consolidated in the AFFF MDL. “Some plaintiffs allege indirect exposure to PFAS—such as from contaminated drinking water—while others, like firefighters, allege direct exposure to PFAS from using National Foam’s fire-extinguishing products.”

In the coverage action, National Foam sought a ruling that its liability insurers had a duty to defend. The parties filed cross-motions for partial summary judgment. National Foam moved for summary judgment that the insurers are obligated to defend “all direct-exposure claims,” including 182 specific claims that it identified. The insurers filed their own motion, seeking summary judgment that they had no duty to defend three exemplar claims—one that alleged injury from direct exposure to AFFF products, and two that alleged environmental contamination and personal injury caused by exposure to PFAS in the environment. The insurers relied on a pollution exclusion, which barred coverage for injury that “would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ‘pollutants’ at any time.”

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– Chambers USA 2025  
(quoting a client)



DECISION

The court granted in part and denied in part both sides' motions for partial summary judgment.

With respect to the pollution exclusion, the court issued a split decision. It held that the pollution exclusion did not apply to the one exemplar suit that alleged "direct exposure" to PFAS in the policyholder's AFFF products. The plaintiffs "allege[d] that they were exposed to PFAS through their ordinary use of National Foam's products, not via general environmental pollution (*i.e.*, a contaminated water supply)." Construing the exclusionary language "strictly" against the insurer, the court held that the alleged harms from direct exposure "did not arise from 'pollution' in any recognizable sense." The court reasoned that "'pollution' is not just a class of substances . . . but also a mechanism of harm" and, in its view, the alleged harms "did not arise from 'pollution' in any recognizable sense."

As for the two exemplar "indirect exposure" cases, the court ruled that the pollution exclusion did apply, and coverage was therefore barred. One of these indirect exposure suits was brought by a city that sought to recover for contamination of city property and the water supply, and the other was brought by individuals who alleged bodily injury from indirect exposure to PFAS via contaminated drinking water. The court held that, "[u]nlike the direct-exposure cases, here, the complaints allege exposure via environmental pollution." The court noted that "[t]his type of harm – contact with harmful materials via general environmental exposure – is generally understood as pollution," and so it held that the exclusion unambiguously applied.

Accordingly, the court found that the insurers had no duty to defend the two "indirect exposure" exemplar suits because the pollution exclusion barred coverage, but did have a duty to defend the one "direct exposure" exemplar to which the exclusion did not apply.



However, the court denied National Foam’s blanket request for a ruling that the insurers had a duty to defend “at least 182” other direct exposure claims. The court found that National Foam “has not met its burden to establish that all such cases are potentially within the basic scope of coverage” because it failed to establish that all such claims “involve[d] alleged injuries stemming from sales made after June 28, 2013”—when National Foam began operations. The court rejected National Foam’s argument that the insurers have a duty to defend *all* of the direct exposure claims in the AFFF MDL if even “a single direct-exposure claim gives rise to the duty to defend.” The court disagreed, explaining that a “duty to defend one action is not imputed to all consolidated actions in an MDL.”

#### COMMENTS

Several courts have now considered application of pollution exclusions to PFAS claims. The *National Foam* court cited *Tonoga, Inc. v. New Hampshire Ins. Co., et al.*, 201 A.D.3d 1091 (N.Y. App. Div., 3d Dep’t Jan. 6, 2022), in which a New York appellate court ruled that pollution exclusions barred coverage for PFAS claims that alleged environmental contamination. Like the *National Foam* decision, *Colony Ins. Co. v. Buckeye Fire Equip. Co.*, 2020 U.S. Dist. LEXIS 194709 (W.D.N.C. Oct. 19, 2020) also found that pollution exclusions did not apply to claims alleging direct exposure to PFAS in products, as opposed to indirect exposure through the environment. The PFAS-specific jurisprudence continues to develop, and pollution exclusions are likely to remain a focus of PFAS-related coverage litigation in the years to come.





## New York Federal Court Finds Duty To Defend PFAS Environmental Contamination Claim Because Exception To Pollution Exclusion Applied

### HOLDING

In August 2025, the Northern District of New York held that insurers had a duty to defend a PFAS-related environmental contamination claim that, the court found, fell within an exception to the policies' pollution exclusion, which preserved coverage for claims "caused by or resulting in a crash fire explosion or collision." *Town of Harriestown v. Westchester Fire Ins. Co.*, 2025 U.S. Dist. LEXIS 159853 (N.D.N.Y. Aug. 18, 2025).

### BACKGROUND

The policyholder, Town of Harriestown, owns and operates Adirondack Regional Airport in upstate New York. The airport was required by the Federal Aviation Administration to use aqueous film-forming foam ("AFFF") to extinguish fires. AFFF is known to contain PFAS.

The New York State Department of Environmental Conservation ("NYSDEC") brought an environmental contamination claim against the Town based on the alleged release of "hazardous substances" at or near the airport, and issued a "Superfund Site Classification Notice" identifying the airport as a "significant threat to public health and/or the environment" due to PFAS contamination. The Town sought coverage from its liability insurers.

The policies excluded coverage for claims "directly or indirectly occasioned by, happening through or in consequence of . . . pollution and contamination of any kind whatsoever," "unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation." In addition, the policies contained "Combined Claims" provisions, which stated that the insurers "shall not be required to defend . . . a claim or claims covered by the policy when combined with any claims excluded" but would "reimburse [the policyholder] for that portion of [damages and defense fees and expenses] which may be allocated to the claims covered by the policy."

In the coverage action, both sides filed motions for summary judgment. The insurers sought a ruling that they had no duty to defend based on the pollution exclusion, and the policyholder Town sought, *inter alia*, a declaration that the insurers had a duty to defend.

### DECISION

The court ruled that the insurers had a duty to defend the environmental contamination claim because "at least one alleged source of contamination at the Airport is firefighting foam that was used in response to crashes," thus implicating the pollution exclusion's "crash fire explosion" exception. Accordingly, the court held that the insurers "have a duty to defend the Town . . . unless and until such time as the Insurers can establish with certainty that the NYSDEC claim falls outside of an exception of the Pollution Exclusion clause."



The court rejected the insurers' argument to invoke the "Combined Claims" provision to avoid a duty to defend. The insurers asserted that the claim "involves PFAS contamination that reportedly arose from multiple causes, some of which are plainly not within the [Pollution] Exclusion's exceptions" and, thus, is "a Combined Claim for which the Insurers owe no traditional duty to defend but only a potential duty to reimburse defense costs." The court disagreed, finding that "a 'Combined Claim' is a covered claim *combined with* an uncovered claim" and a "single claim"—like the claim at issue—"cannot be a 'combined claim.'" Having reached that conclusion, the court found that the insurers could not establish at this stage of the litigation that the claim was "solely and entirely within the exclusions of the policy" and, accordingly, the insurers had a duty to defend.

#### COMMENTS

*Town of Harrietstown* highlights challenges that insurers can face in seeking to apply a policy exclusion to preclude defense coverage based on the "eight corners" of the policy and complaint. Those challenges are heightened when the allegations of the underlying complaint are vague or silent on facts that potentially bear on insurance coverage—a recurring issue that also arose in the *Chemicals, Inc.* and *Wolverine World Wide* PFAS-related coverage actions that are noted in the "scorecard" below.



## PFAS Coverage Litigation: “Scorecard” of Notable Decisions

### A.

#### No-Coverage Rulings

1. ***Nat’l Foam, Inc. v. Zurich Am. Ins. Co.*,  
768 F. Supp. 3d 1009 (N.D. Cal. Feb. 26, 2025)**
  - Pollution exclusion barred coverage for suits that alleged indirect exposure to PFAS in the environment
  - No duty to defend 180+ claims alleging direct exposure because policyholder failed to show that all such claims alleged injury after it began operating
  - (However, court found a duty to defend one direct exposure suit that alleged injuries after the policyholder began operations)

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2. ***Century Indem. Co., et al. v. Tyco Fire Prods. LP, et al.*,  
2024 Wisc. Cir. LEXIS 1401 (Wis. Cir. Ct., Marinette Cty. Dec. 16, 2024)**
  - Pollution exclusion barred coverage for claims that AFFF contaminated water with PFAS

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3. ***Steadfast Ins. Co. v. Shambaugh & Son L.P., et al.*,  
2024 U.S. Dist. LEXIS 165096 (D. Conn. Sept. 13, 2024)**
  - Subpoena to AFFF distributor was not a “claim” for purposes of professional liability insurer’s duty to reimburse defense costs

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4. ***Grange Ins. Co. v. Cycle-Tex, Inc.*,  
2022 U.S. Dist. LEXIS 255860 (N.D. Ga. Dec. 5, 2022)**
  - “Total” pollution exclusion barred coverage for claims alleging policyholder discharged PFAS into water supply

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5. ***Tonoga, Inc. v. New Hampshire Ins. Co., et al.*,  
201 A.D.3d 1091 (N.Y. App. Div., 3d Dep’t Jan. 6, 2022)**
  - “Total” and “qualified” pollution exclusions barred coverage for claims alleging discharge of PFAS into the environment

## PFAS Coverage Litigation: “Scorecard” of Notable Decisions

### B.

#### Coverage Rulings

1. ***Town of Harrietstown v. Westchester Fire Ins. Co.*, 2025 U.S. Dist. LEXIS 159853 (N.D.N.Y. Aug. 18, 2025)**
  - Duty to defend PFAS environmental contamination claim that fell within exception to pollution exclusion for claims “caused by or resulting in a crash fire explosion or collision”

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2. ***Century Indem. Co., et al. v. Tyco Fire Prods. LP, et al.*, 2025 Wisc. Cir. LEXIS 423 (Wis. Cir. Ct., Marinette Cty. July 7, 2025)**
  - Pollution exclusion did not preclude coverage for claims that alleged direct exposure to PFAS in AFFF products

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3. ***Century Indem. Co., et al. v. Tyco Fire Prods. LP, et al.*, Nos. 2022-CV-283, 2023-CV-190 (Wis. Cir. Ct., Marinette Cty. Mar. 21, 2024)**
  - “All sums” allocation for PFAS groundwater contamination claims

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4. ***Century Indem. Co., et al. v. Tyco Fire Prods. LP, et al.*, No. 2022-CV-283 (Wis. Cir. Ct., Marinette Cty. Jan. 24, 2024)**
  - PFAS groundwater contamination claims involved multiple “occurrences,” at least “a separate occurrence for each separate water provider in a given . . . location”

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5. ***Crum & Forster Specialty Ins. Co. v. Chemicals, Inc.*, 2021 U.S. Dist. LEXIS 146702 (S.D. Tex. Aug. 5, 2021)**
  - Duty to defend where PFAS complaints did not allege dates of loss, but further proceedings might show loss in the policy period

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6. ***Wolverine World Wide, Inc. v. Am. Ins. Co., et al.*, 2021 U.S. Dist. LEXIS 200978 (W.D. Mich. June 15, 2021)**
  - Duty to defend PFAS suits where allegations were “unclear” about whether polluting events were “sudden or accidental” or “unexpected or unintended,” potentially implicating an exception to pollution exclusion

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7. ***Colony Ins. Co. v. Buckeye Fire Equip. Co.*, 2020 U.S. Dist. LEXIS 194709 (W.D.N.C. Oct. 19, 2020)**
  - Pollution exclusion did not bar coverage for PFAS claims that alleged both indirect, environmental exposure and direct exposure to PFAS in products
  - (However, policyholder “concede[d]” insurer had no duty to defend claims alleging only indirect, environmental exposure)



# Contact Us



**Summer Craig**  
+1-212-455-3881  
scraig@stblaw.com



**Bryce L. Friedman**  
+1-212-455-2235  
bfriedman@stblaw.com



**Lynn K. Neuner**  
+1-212-455-2696  
lneuner@stblaw.com



**Matthew C. Penny**  
+1-212-455-2152  
matthew.penny@stblaw.com





*\* In April 2025, Simpson Thacher announced plans to expand its Bay Area presence with an office in San Francisco.*

UNITED STATES

New York  
425 Lexington Avenue  
New York, NY 10017  
+1-212-455-2000

Boston  
855 Boylston Street, 9<sup>th</sup> Floor  
Boston, MA 02116  
+1-617-778-9200

Houston  
600 Travis Street, Suite 5400  
Houston, TX 77002  
+1-713-821-5650

Los Angeles  
1999 Avenue of the Stars  
Los Angeles, CA 90067  
+1-310-407-7500

Palo Alto  
2475 Hanover Street  
Palo Alto, CA 94304  
+1-650-251-5000

Washington, D.C.  
900 G Street, NW  
Washington, D.C. 20001  
+1-202-636-5500

EUROPE

Brussels  
Square de Meeus 1, Floor 7  
B-1000 Brussels  
Belgium  
+32-2-504-73-00

London  
CityPoint  
One Ropemaker Street  
London EC2Y 9HU  
United Kingdom  
+44-(0)20-7275-6500

Luxembourg  
Espace Monterey  
40 Avenue Monterey  
L-2163 Luxembourg  
Grand Duchy of Luxembourg  
+352-27-94-23-00

ASIA

Beijing  
6208 China World Tower B  
1 Jian Guo Men Wai Avenue  
Beijing 100004  
China  
+86-10-5965-2999

Hong Kong  
ICBC Tower  
3 Garden Road, Central  
Hong Kong  
+852-2514-7600

Tokyo  
Ark Hills Sengokuyama Mori Tower  
9-10, Roppongi 1-Chome  
Minato-Ku, Tokyo 106-0032  
Japan  
+81-3-5562-6200

SOUTH AMERICA

São Paulo  
Av. Presidente Juscelino  
Kubitschek, 1455  
São Paulo, SP 04543-011  
Brazil  
+55-11-3546-1000