



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

MARK GIRARDOT, GERHARD R.)	
WITTREICH, and PETER BUTLER,)	
individually and on behalf of others similarly)	
situated,)	
)	
<i>Plaintiffs,</i>)	Case No. _____
)	
v.)	JURY OF 12 DEMANDED
)	
THE CHEMOURS COMPANY,)	
)	
<i>Defendant.</i>)	

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs, Mark Girardot, Gerhard Wittreich, and Peter Butler (“Plaintiffs”), by and through their undersigned attorneys, file this class action against The Chemours Company (“Chemours”) and allege as follows:

NATURE OF THE ACTION

1. On July 1, 2015, E. I. du Pont de Nemours (“DuPont”) spun off its performance chemicals division creating a new, separate company, Chemours.
2. Prior to the spinoff, DuPont implemented an involuntary severance plan and laid off a group of employees.
3. Plaintiffs, who were employed by DuPont for more than three decades, were not laid off pursuant to DuPont’s involuntary severance plan. Consequently, Plaintiffs became employees of Chemours on the effective date of the spinoff, July 1, 2015.
4. After the spinoff, Chemours determined that it needed to further reduce its employee headcount. Instead of implementing another layoff, in September 2015, Chemours announced the implementation of a voluntary severance plan called the Chemours Voluntary Separation Program (“VSP”).

5. As alleged in detail below, Chemours made a fraudulent misrepresentation to induce its employees, including Plaintiffs, to participate in the VSP.

6. Plaintiffs, on behalf of themselves and representatives of the class described below, assert claims for fraud, breach of the implied covenant of good faith and fair dealing, promissory estoppel, unjust enrichment, and violation of the Delaware Wage Payment and Collection Act.

PARTIES

7. Chemours is a corporation organized under the laws of the state of Delaware and maintains its principal place of business at 1007 Market Street, Wilmington, Delaware, 19899.

8. Plaintiff and class representative Mark Girardot (“Girardot”) is a resident of Chadds Ford, Pennsylvania, and was an employee at DuPont for more than three decades before becoming an employee of Chemours in connection with the spin-off.

9. Plaintiff and class representative Gerhard R. Wittreich (“Wittreich”) is a resident of Hockessin, Delaware and was an employee at DuPont for more than three decades before becoming an employee of Chemours in connection with the spin-off.

10. Plaintiff and class representative Peter Butler (“Butler”) is a resident of Kennett Square, Pennsylvania and was an employee at DuPont for more than three decades before becoming an employee of Chemours in connection with the spin-off.

JURISDICTION AND VENUE

11. This lawsuit is properly before this Court pursuant to Article 4, Section 7 of the Delaware Constitution because Plaintiffs are seeking legal damages.

12. This Court has subject matter jurisdiction over this action.

13. This Court has personal jurisdiction over Chemours because it is organized under Delaware law and transacts business in this state.

14. Venue is appropriate in this Court because the events at issue took place in New Castle County.

RELATED PROCEEDINGS

15. On April 14, 2016, Plaintiffs filed a class action against Chemours in the United States District Court for the District of Delaware, civil action no. 1:16-cv-00263 (“Plaintiffs’ Federal Lawsuit”).

16. The factual allegations made by Plaintiffs in the instant case and Plaintiffs’ Federal Lawsuit are nearly identical; however, unlike the instant case, Plaintiffs’ Federal Lawsuit alleged a violation of the Employee Retirement Income Security Act of 1974 (“ERISA”).

17. On March 29, 2017, the District Court dismissed Plaintiffs’ Federal Lawsuit, ruling that the VSP is not a “plan” under ERISA.

18. Plaintiffs have appealed the District Court’s ruling regarding ERISA coverage to the United States Court of Appeals for the Third Circuit, case no. 17-1894 (the “Federal Appeal”).

19. At this time, the Federal Appeal remains pending.

20. By filing the instant class action, Plaintiffs are exercising their right to file pleadings, aver allegations, and/or advance legal arguments in the alternative. More specifically, in the instant action, Plaintiffs are pleading, in the alternative, that the VSP is not a plan governed by ERISA.

21. Nothing set forth herein should be considered a waiver or admission with respect to any of the pleadings, allegations, and/or arguments asserted by Plaintiffs in connection with Plaintiffs’ Federal Lawsuit and/or the Federal Appeal.

FACTS

A. DuPont's Involuntary Reduction-In-Force Enacted Prior To The Spinoff

22. In June 2015 and in connection with the spin-off of Chemours that was completed on July 1, 2015, DuPont announced an involuntary reduction-in-force program, the DuPont Career Transition Program ("DuPont CTP"), under which it terminated a group of employees in its Performance Chemicals Division.

23. The DuPont CTP provided participants with a maximum severance benefit equal to twelve months salary, together with various other benefits.

24. Those employees, Plaintiffs included, who were not selected for the DuPont CTP were made employees of Chemours in connection with the spin-off.

25. The nature of the severance package and benefits paid to employees through the DuPont CTP was known to the DuPont employees who were not chosen for that program and became employees of Chemours after the spin-off.

26. Girardot, Wittreich and Butler were not selected for the DuPont CTP, and all became employees of Chemours as of July 1, 2015.

B. Chemours' Voluntary Separation Program And Its Benefits

27. Chemours informed its employees that it had a "Five-Point Transformation Plan" in connection with the spin-off from DuPont.

28. One of the components of Chemours' Five-Point Transformation Plan was described as "optimizing its workforce and cost structures" – i.e., through continuing workforce reductions of the former DuPont employees who became Chemours employees after the July 1, 2015 spin-off was completed.

29. In September 2015, by and through its Senior Vice-President of Human Resources Beth Albright (“SVP-HR Albright”), Chemours announced the implementation of a voluntary reduction-in-force program: the VSP.

30. As set forth in SVP-HR Albright’s announcement, “the objective of [the VSP] is to help optimize the business for the long term and to improve efficiency and cost reductions through a voluntary realignment of work.”

31. Chemours announced that there was an election window that was open from October 9, 2015 through October 26, 2015, and that employees who wanted to be considered for participation in the VSP had to submit an application during that time.

32. Chemours issued a seven-page summary of the VSP (the “VSP Plan Summary”) which provided information regarding eligibility and requirements to participate in, the benefits that would be paid under, and administration of, the VSP, as follows.

33. For employees who applied during the October 9, 2015 through October 26, 2015 election window, Chemours would decide no later than November 30, 2015 whether an employee was approved to participate in the VSP.

34. If an employee was approved to participate in the VSP, the employee was required to execute a “VSP Request Acceptance Form” within five (5) days of its presentation in order to become a participant in the VSP.

35. In a document Chemours made available in October 2015 entitled “Chemours Voluntary Separation Program Frequently Asked Questions” (the “VSP FAQ”), Chemours provided additional information regarding the VSP.

36. The VSP FAQ indicated that requests to participate in the VSP which were submitted outside of the October 9, 2015 to October 26, 2015 election window “will be considered on a strict, exception only basis and will require CET approval.”

37. An employee who was selected to participate in the VSP was required to end their employment between December 1, 2015 and March 31, 2016, unless the employee was selected by Chemours to continue working in a part-time capacity for a period of up to six months after April 1, 2016.

38. Participants in the VSP were entitled to payment of a lump sum severance benefit of one week of base pay for each full year of service, with both a minimum benefit of two (2) weeks of base pay and a cap of twenty-six (26) weeks of base pay, i.e., a maximum benefit of six (6) months of base pay.

39. Next, participants in the VSP were entitled to payment of an additional lump sum payment equal to the costs of three (3) months of COBRA medical coverage.

40. Participants in the VSP were also entitled to receive the payment of a “prorated bonus” for their year of separation and to be made “in accordance with Chemours’ procedures and based on Company performance,” but otherwise, it was not specified how the amount to which an employee would become entitled to receive would be calculated and it was left entirely to the discretion of Chemours.

41. Under the VSP, Chemours was to distribute checks to a participating employee for the lump sum payments of the severance benefit based upon years of service, and the three months of COBRA medical coverage, following the employee’s execution and return of the Release and Waiver to Chemours.

C. Chemours Makes Material Representations During The Election Window

42. After the VSP was announced and continuing through and into the October 9, 2015 through October 26, 2015 election window, many Chemours' employees believed that Chemours was planning to implement an involuntary reduction-in-force program following the VSP window period similar to the DuPont CTP, i.e., one that provided a maximum benefit equal to twelve months of base salary and more extensive benefits.

43. There was significant discussion of this possibility among employees, and Chemours was abuzz with rumors about such a possibility.

44. For this reason, many employees were reluctant to apply for the VSP because they did not want to lose the potential to receive up to two times the amount of severance benefits, i.e., up six months of additional base pay, if their positions with Chemours were likely going to be eliminated through an involuntary reduction-in-force program.

45. For the same reason, employees who had applied for the VSP were reluctant to ultimately agree to participate in the VSP, if their application was approved by Chemours: they would also not want to lose up six months of additional base pay if their jobs were going to be eliminated in an involuntary reduction-in-force program, anyway.

46. In order to encourage employees contemplating participation in the VSP to apply, and to allay the widespread concerns and reluctance of employees to apply and/or agree to actually to participate in the VSP, Chemours, through SVP-HR Albright, transmitted a company-wide email on October 20, 2015.

47. The October 20, 2015 email confirmed that there would be an involuntary reduction-in-force program, a Chemours Career Transition Program (the "Chemours CTP"), and in relevant part, stated as follows:

For the United States, we're giving a lot of thought to the terms of the Career Transition Program (CTP) that was a lift-and-shift from DuPont. What was right for DuPont is not right for a company our size, in our industry. While every detail has yet to be finalized, we've begun to work on the basic elements of a new severance program. Please note that the changes we're contemplating have no impact on, and are entirely distinct from, the Voluntary Separation Program (VSP) details announced a couple of weeks ago. *However, the new program elements will likely be more like the VSP than the current CTP. When we have nailed down the details, they will be shared broadly. For now, we wanted to publicize this program is under review and will be changing.*

48. The October 20, 2015 email conveyed a very clear message to the entire workforce: the Chemours CTP was "under review and will be changing" - meaning, it was not going to be like the DuPont CTP, with a maximum benefit of twelve months of base pay - and instead, it would be "more like" the VSP, which had a maximum benefit of six months of base pay.

49. The October 20, 2015 email was transmitted shortly prior to the closing of the VSP election window so that employees would rely upon those statements and so that an increased number of employees would submit applications to participate in the VSP.

50. The October 20, 2015 email was transmitted with the intent not only to induce employees to participate in the VSP, but to increase the number of employees that ultimately agreed to participate in the VSP.

D. Chemours Announces The CTP On December 1, 2015

51. The application and participation rates in the VSP were only between one-third and one-half of number of employees Chemours sought to eliminate, not high enough to meet Chemours' goals of "optimizing its workforce and cost structures." On December 1, 2015, Chemours formally announced implementation of the CTP that was the subject of the October 20, 2017 company-wide email.

52. Contrary to Chemours' representations in the company-wide email, the Chemours CTP was substantially similar to the DuPont CTP and offered a materially different, and significantly increased, benefits package.

53. Like the DuPont CTP, the Chemours CTP provided a greater amount of severance benefits than the Chemours VSP, and specifically:

- The severance benefit under the Chemours CTP was equal to one month's base pay for two years of service, or *at least two times the amount* of the VSP;
- The minimum severance benefit under the Chemours CTP was two months' base pay, or *at least four times the minimum benefit amount* under the VSP; and,
- The maximum severance benefit under the Chemours CTP was twelve months' base pay, or *at least two times the amount* under the VSP.

54. The Chemours CTP severance benefit offered a substantially richer benefits package than the VSP with an even greater dollar value than the VSP since, under the Chemours CTP an employee's severance benefit is based on their overall monthly pay *inclusive of* shift premiums, overtime and incentive plans to calculate the amount of the severance benefit, while the VSP was *exclusive of* each of the above and was calculated using an employee's base pay rate.

55. The Chemours CTP provided a substantially higher medical benefit than the VSP where the employee could continue to participate in the company health insurance plan at the employees' then-existing contribution rate, with Chemours continuing to pay the balance of premiums, while the VSP provided a lump sum payment equal to three (3) months of COBRA costs.

56. In “dollars and cents,” the Chemours CTP provided employees a medical benefit which, depending upon the employee’s insurance plan (e.g., employee only, employee and spouse, employee and family), had a value that could range from two to four times the value of the medical benefit under the VSP.

57. The Chemours CTP provided other benefits that the VSP did not, including vesting of certain restricted stock units and stock options, an Employee Assistance Program benefit (employees and their immediate family members had up to six (6) sessions, per unique situation, with a mental health counselor at no cost), a Tuition Assistance Program with up to \$5,000 of tuition reimbursement, and one year of continued and portable life insurance benefits equivalent to an employee’s annual salary.

58. Contradictory to the representations made in the October 20, 2015 company-wide email from Chemours, the CTP provided benefits that were just like the DuPont CTP: it was not “more like” the VSP, which provided significantly fewer types of benefits to participating employees and less than half of the dollar value of benefits than the Chemours CTP.

E. Chemours Made A Material Misrepresentation In Order To Increase The Number Of Employees Applying To, And Ultimately Agreeing To Participate In, The Chemours VSP And To Reduce Costs To The Company

59. After Chemours’ spin-off from DuPont, one of the chief goals of Chemours’ Five-Point Transformation Plan was “optimizing its workforce and cost structures” through the elimination of approximately 600 to 700 employees that had been carried over from DuPont.

60. Chemours had determined which positions, the number of positions, and/or which employees would ultimately be subject to a reduction-in force, either through voluntary participation in the VSP or involuntarily by selection for the Chemours CTP as of, or before, the time that the election window for the VSP was open.

61. Chemours had determined the benefits package that would be offered under the Chemours CTP as of, or before, the time that the election window for employees to apply for the VSP was open.

62. The employees whose applications for participation in the VSP were approved would have been subject to an involuntarily reduction-in-force, i.e., selected for the Chemours CTP, if they had not voluntarily applied for the VSP.

63. The number of employees who applied to participate in the VSP was far less than Chemours needed to achieve the workforce reduction it had determined it would achieve through both voluntary and involuntary reductions-in-force.

64. Chemours was aware, during the period while the election window for participation in the VSP was open from October 9, 2015 through October 26, 2015, that far less than the number of employees had applied to participate in the VSP than the number of employees it had decided needed to be eliminated to meet the workforce reduction goals in its Five-Point Transformation Plan, or otherwise.

65. Chemours knew after it had announced the VSP and while the election window was open for the that there was significant discussion among its employees that Chemours would be implementing an involuntary reduction-in-force following the VSP substantially similar to the DuPont CTP, i.e., more types of benefits and at least twice the dollar amount of the benefits available under the VSP.

66. Chemours made an intentional and material misrepresentation when it informed its employees in the company-wide email on October 20, 2015 that the features of the CTP would be “more like” the VSP than the DuPont CTO.

67. Chemours made the material misrepresentation in order to increase both the number of voluntary applicants to participate in the VSP and the number of employees who had already applied to accept the terms of the VSP.

68. Chemours made the above misrepresentation with the intent to induce employees to forgo a richer benefit package in the CTP, and thereby reduce the overall costs of its employee workforce reduction.

69. Chemours misrepresented the level of benefits that would be provided in the CTP “in order to increase the number of persons who had already applied to participate the Chemours VSP to ultimate agree to participate in the Chemours VSP after they were approved, and thereby reduce the overall costs of its employee workforce reduction.

F. Plaintiffs Agreed To Participate In The Chemours VSP Based On The Representations In Chemours’ October 20, 2015 Email

70. Girardot was an employee of DuPont, and then Chemours, for more than 32 years as of October 2015.

71. Girardot applied to participate in the VSP during the October 2015 election window.

72. Girardot received and read the email sent on October 20, 2015, in which it was represented that an involuntary reduction-in-force (the Chemours CTP) was being implemented with severance benefits that “will likely be more like the” Chemours VSP than the DuPont CTP.

73. When Girardot was informed that he was approved for the VSP, he relied upon the representations in Chemours’ October 20, 2015 email in making his decision to agree to participate in the Chemours VSP and voluntarily resign from Chemours.

74. If Girardot had not agreed to participate in the VSP, he was already slated for and/or would have been included in the involuntary reduction-in-force and participation in the Chemours CTP.

75. By and through the misrepresentations as they relate to Girardot's termination of employment, Chemours avoided the expenditure of at least \$76,000 in funds allocated for the reduction-in-force component of its Five-Point Transformation Plan.

76. Wittreich was an employee of DuPont, and then Chemours, for more than 34 years as of October 2015.

77. Wittreich applied to participate in the VSP during the October 2015 election window.

78. Wittreich received and read the email sent on October 20, 2015, in which it was represented that an involuntary reduction-in-force (the Chemours CTP) was being implemented with severance benefits that "will likely be more like the" VSP than the DuPont CTP.

79. When Wittreich was informed that he was approved for the VSP, he relied upon the representations in Chemours' October 20, 2015 email in making his decision to agree to participate in the VSP and voluntarily resign from Chemours.

80. Upon information and belief, if Wittreich had not decided to participate in the Chemours VSP, Wittreich was already slated for and/or would have been selected for the involuntary reduction-in-force and participation in the Chemours CTP, and his employment with Chemours would have been terminated.

81. By and through the misrepresentations as they relate to Wittreich's termination of employment, Chemours avoided the expenditure of at least \$89,000 in funds allocated for the reduction-in-force component of its Five-Point Transformation Plan.

82. Butler was an employee of DuPont, and then Chemours, for more than 35 years as of October 2015.

83. Butler applied to participate in the VSP during the October 2015 election window.

84. Butler received and read the email sent on October 20, 2015, in which it was represented that an involuntary reduction-in-force (the Chemours CTP) was being implemented with severance benefits that “will likely be more like the” Chemours VSP than the DuPont CTP.

85. When Butler was informed that he was approved for the VSP, he relied upon the representations in Chemours’ October 20, 2015 email in making his decision to agree to participate in the Chemours VSP and voluntarily resign from Chemours.

86. Upon information and belief, if Butler had not decided to participate in the Chemours VSP, Butler was already slated for and/or would have been selected for the involuntary reduction-in-force and participation in the Chemours CTP, and his employment with Chemours would have been terminated.

87. By and through the misrepresentations as they relate to Butler’s termination of employment, Chemours avoided the expenditure of at least \$102,400 in funds allocated for the reduction-in-force component of its Five-Point Transformation Plan.

CLASS ACTION ALLEGATIONS

88. Plaintiffs Girardot, Wittreich and Butler bring this action pursuant to Delaware Superior Court Rule of Civil Procedure 23 on behalf of themselves and all similarly situated participants and beneficiaries in the Chemours VSP. They seek to represent the following Class (the “Class”). Presently, Plaintiffs seek to represents the following class, and to be appointed as representatives of the class:

All participants and beneficiaries of the Chemours Voluntary Separation Program who applied to participate during October 9, 2015 through October 26, 2015 election window and who

subsequently agreed to participate in the Chemours Voluntary Separation Program on or before November 30, 2015.

89. Certification of this class is proper under Rule 23(a) because all prerequisites are satisfied:

- a. **Numerosity.** The members of the Class are so numerous that joinder of all members is impracticable. Although the Plaintiffs do not know the exact number of Class members as of the date of filing, upon information and belief there are up to 200 participants in the Chemours VSP.
- b. **Commonality.** Common issues of fact and law predominate as to all class members and include, but are not limited to, whether Chemours undertook conduct by actions and omissions alleged herein not as to any individual participant but with respect to the entire class of participants inasmuch as Chemours' actions in doing so were the same as a whole for each participant. Thus, common questions of law and fact include the following, without limitation: whether there were material misrepresentations made by Chemours that constitute fraud, breach of implied covenant of good faith, and that Chemours should be estopped from depriving Plaintiffs and the proposed class members the benefits of the CTP.
- c. **Typicality.** The claims brought by the Plaintiffs are typical of those of the absent class members because:
 - i. Each of the class members relied on the exact same misrepresentation made by Chemours in the October 20, 2015 email, and/or Chemours' subsequent conduct in refusing and/or failing to correct the misrepresentation;

- ii. Each of the class members had entered into a contract with Chemours with respect to the VSP and Chemours' breach of the implied contractual obligations contained in that agreement constitutes a breach as to each member of the proposed class
- iii. each of the Plaintiffs was a participant during the time period at issue in this action, and each member of the Class relied to their detriment upon Chemours' wrongful conduct and misrepresentations.

d. Adequacy of Representation. The Plaintiffs are adequate representatives of the absent class members and will protect such absent class members' interests in this litigation. The Plaintiffs do not have any interests antagonistic to the other class members nor do they have any unique claims or defenses that might undermine the efficient resolution of the classes' claims, are committed to the vigorous representation of the Class, and have engaged experienced and competent attorneys to represent the Class.

90. Class certification is also appropriate under Rule 23(b) and its subparts because:

- a. Pursuant to Rule 23(b)(1)(A), in the absence of certification, there is a risk of inconsistent adjudications with respect to individual class members;
- b. Pursuant to Rule 23(b)(1)(B), as set forth above, Chemours has acted on grounds generally applicable to each class as a whole;
- c. Pursuant to Rule 23(b)(2), Chemours has acted or refused to act on grounds generally applicable to the class;

- d. Pursuant to Rule 23(b)(3), as set forth above, common issues of law and fact predominate over any purely individual issues and thus a class action is superior to any other method for adjudicating these claims.

91. A class action is the superior method for the fair and efficient adjudication of this controversy because joinder of all participants is impracticable, and there are common questions of law and fact that predominate over individual questions. Given the nature of the allegations, no class member has an interest in individually controlling the prosecution of this matter. Plaintiffs are aware of no difficulties likely to be encountered in the management of this matter as a class action.

92. Plaintiffs' counsel, Cohen, Seglias, Pallas, Greenhall & Furman, P.C., will fairly and adequately represent the interests of the Class and is best able to represent the interests of the Class.

COUNT I
FRAUD

93. Plaintiffs repeat and reassert the above paragraphs as if set forth in full and at length herein.

94. Throughout the development and planning of the VSP, Chemours made false and misleading representations to Plaintiffs and fraudulently concealed information concerning the level of benefits that would be provided under the CTP.

95. Specifically, the statement in the October 20, 2015 email that Chemours CTP "will likely be more like" the Chemours VSP than the DuPont VSP, i.e., that the primary component of the severance benefit would be capped at 6 months' salary and not 12 months' salary, was inaccurate and untruthful when made and constituted a misrepresentation.

96. This misrepresentation was material since the statement had a substantial likelihood to mislead a reasonable person making an adequately informed decision respecting their participation in the Plan, their resignation, and/or their retirement.

97. The misrepresentation was intentional, malicious, willful and in bad faith.

98. The misrepresentation was intended to induce the Plaintiffs and other similarly situated employees to sign up for the VSP, resulting in millions of dollars in savings for Chemours.

99. Chemours knew that Plaintiffs would rely upon the intentionally misleading statement.

100. As a direct and proximate result of Chemours' intentional and material misrepresentations concerning the level of benefits that would be offered under the CTP, Plaintiffs suffered substantial damages.

101. Plaintiffs assert their claim for fraud, individually and on behalf of the proposed class of similarly situated former employees of Chemours who signed up for the VSP before December 1, 2015.

102. Chemours, acting by and through and with SVP- HR Albright, additionally and independently fraudulently concealed information from Plaintiffs and members of the proposed class by remaining silent and failing to make a statement correcting the misrepresentation contained in the October 20, 2015 email.

103. Chemours' fraudulently concealment of this information was material since the failure to provide accurate information correcting the previous statement had a substantial likelihood to mislead a reasonable person making an adequately informed decision respecting their participation in the Plan, their resignation, and/or their retirement.

104. Plaintiffs Girardot, Wittreich and Butler, and the members of the proposed class, reasonably relied upon (a) the statements in the October 20, 2015 email, and/or (b) the subsequent failure of Chemours to issue any corrective statement, in connection with their decisions to agree to participate in the Chemours VSP.

105. Plaintiffs Girardot, Wittreich and Butler, and the members of the proposed class, detrimentally relied upon (a) the fraudulent statements in the October 20, 2015 email, and/or (b) the subsequent concealment by Chemours, in connection with their decisions to agree to participate in the Chemours VSP since the persons whom Chemours deemed eligible to participate in the Chemours VSP were also slated for the ensuing involuntary reduction-in-force and the Chemours CTP, and their participation in the Chemours VSP caused them to effectively forfeit more than half of the severance benefits they would have received under the Chemours CTP.

106. By and through the misrepresentation in the October 20, 2015 email and the subsequent concealment, Chemours avoided the expenditure of and preserved significant monies, funds and/or assets from those funds or assets allocated to cover the costs of its overall reduction-in-force component of its Five-Point Transformation Plan; and, more specifically, assets with a value equivalent to the differential in severance benefits that Chemours would have distributed to Girardot, Wittreich and Butler, and the members of the proposed class under the Chemours CTP.

107. As a direct and proximate result of Chemours' conduct, Plaintiffs and the proposed class have suffered substantial monetary damages.

COUNT II
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

108. Plaintiffs repeat and reassert the above paragraphs as if set forth in full and at length herein.

109. In connection with Plaintiffs' employment with Chemours and/or the VSP, Chemours owed Plaintiffs and the other proposed class members a duty of good faith and fair dealing.

110. The Covenant of Good Faith and Fair Dealing imposed upon Chemours a duty not to engage in acts of fraud, deception, or misrepresentation.

111. Chemours breached the duty owed to Plaintiffs and the other proposed class members in connection with their employment and/or the VSP under the Covenant of Good Faith and Fair Dealing through its misrepresentation in the October 20, 2015 companywide email wherein Chemours told Plaintiffs and the other proposed class members that the Chemours CTP "will likely be more like" the Chemours VSP than the DuPont VSP, i.e., that the primary component of the severance benefit would be capped at 6 months' salary and not 12 months' salary.

112. Chemours further breached its implied contractual obligation by failing to correct the misrepresentation that was made in the October 20, 2015 email.

113. Plaintiffs and the other proposed class members suffered damages as a direct and proximate result of Chemours' breach of its implied contractual obligation.

114. Specifically, Plaintiffs and the proposed class members agreed to forego benefits that would have been provided under the CTP in order to participate in the VSP, thereby causing them to forfeit more than half of the severance benefits they would have received under the Chemours CTP.

COUNT III
PROMISSORY ESTOPPEL

115. Plaintiffs repeat and reassert the above paragraphs as if set forth in full and at length herein.

116. Chemours made a promise to Plaintiffs and the other proposed class members that the level of benefits that would be provided under the CTP would be like those in the VSP.

117. That promise was contained in the October 20, 2015 email wherein Chemours promised Plaintiffs and the other proposed class members that the Chemours CTP “will likely be more like” the Chemours VSP than the DuPont VSP, i.e., that the primary component of the severance benefit would be capped at 6 months’ salary and not 12 months’ salary.

118. Plaintiffs and the other proposed class members relied on the promise to their substantial detriment in connection with their decisions to agree to participate in the Chemours VSP since the persons whom Chemours deemed eligible to participate in the Chemours VSP were also slated for the ensuing involuntary reduction-in-force and the Chemours CTP, and their participation in the Chemours VSP caused them to effectively forfeit more than half of the severance benefits they would have received under the Chemours CTP.

119. Chemours is estopped from denying Plaintiffs and the other proposed class members the benefits that were provided under the CTP.

COUNT IV
UNJUST ENRICHMENT

120. Plaintiffs repeat and reassert the above paragraphs as if set forth in full and at length herein.

121. Unjust enrichment is defined as the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience.

122. Chemours was unjustly enriched through its conduct by misrepresenting to Plaintiffs and the other proposed class members that the Chemours CTP “will likely be more like” the Chemours VSP than the DuPont VSP, i.e., that the primary component of the severance benefit would be capped at 6 months’ salary and not 12 months’ salary.

123. Specifically, Chemours avoided the expenditure of and preserved significant monies, funds and/or assets from those funds or assets allocated to cover the costs of its overall reduction-in-force component of its Five-Point Transformation Plan; and, more specifically, assets with a value equivalent to the differential in severance benefits that Chemours would have distributed to Girardot, Wittreich and Butler, and the members of the proposed class under the Chemours CTP.

124. Plaintiffs and the other proposed class members suffered as a result of Chemours’ misconduct in connection with their decisions to agree to participate in the Chemours VSP since the persons whom Chemours deemed eligible to participate in the Chemours VSP were also slated for the ensuing involuntary reduction-in-force and the Chemours CTP, and their participation in the Chemours VSP caused them to effectively forfeit more than half of the severance benefits they would have received under the Chemours CTP.

125. The enrichment that Chemours realized because of its wrongful conduct is a direct result of detriment or impoverishment that Plaintiffs and the other proposed class members suffered in forfeiting more than half of the severance benefits they would have received under the CTP.

126. It would be against the fundamental principles of justice, equity, and/or good conscience to allow Chemours to retain the benefit of its wrongful actions.

COUNT V
VIOLATION OF THE DELAWARE WAGE PAYMENT AND COLLECTION ACT

127. Plaintiffs repeat and reassert the above paragraphs as if set forth in full and at length herein.

128. Under the Delaware Wage Payment and Collection Act (“DWPCA”), 19 Del. C. § 1101, 1107, et. seq., an employer may not withhold or divert any portion of an employee’s wages.

129. The benefits provided under the CTP are wages within the meaning of the DWPCA.

130. Plaintiffs and the other proposed class members were employees under the DWPCA.

131. Chemours is an employer under the DWPCA.

132. Chemours has withheld the benefits provided under the CTP from Plaintiffs by inducing them to sign up for the VSP based on the misrepresentations as alleged above.

133. Plaintiffs and the other proposed class members have been deprived of the wages owed under the CTP.

134. Plaintiffs and the other proposed class members are entitled to the benefits owed under the CTP.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, demand a judgment against Chemours as follows:

- a. Award compensatory and consequential damages in an amount to be determined at trial;
- b. Award punitive damages in an amount to be determined at trial;
- c. Award pre- and post- judgment interest in an amount that this court deems just and proper;
- d. Award liquidated damages pursuant to 19 Del. C. § 1103(b);
- e. Award the costs of suit, including but not limited to attorney's fees and costs pursuant to common law and 19 Del. C. §§ 1113(c) and 1704(d);
and
- f. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by a jury of twelve on all issues so triable.

**COHEN SEGLIAS PALLAS GREENHALL &
FURMAN, P.C.**

Dated: October 11, 2017

/s/ Robert K. Beste, Jr.

ROBERT K. BESTE, ESQUIRE

Delaware Attorney ID No. 154

1007 Orange Street, Nemours Bldg., Suite 1130

Wilmington, DE 19801

Phone: (302) 425-5089

Fax: (302) 425-5097

Email: rbeste@cohenseglias.com

Counsel for Plaintiffs

OF COUNSEL:

Jonathan Landesman, Esq.

Cohen Seglias Pallas Greenhall & Furman, P.C.

United Plaza, 19th Flr., 30 South 17th Street

Philadelphia, PA 19103

(215) 564-1700