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STATE OF SOUTH CAROLINA) I	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) I	FOR THE FIFTH JUDICIAL CIRCUIT
DON R. COX, SR.,) C/A NO. 2024-CP-40
Plaintiff, v.)))
3M COMPANY) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket
4520 CORP., INC.) Living Lung Cancer
A.O. SMITH CORPORATION))
A.W. CHESTERTON COMPANY	SUMMONS
AIR & LIQUID SYSTEMS CORPORATI	ON)
AMENTUM ENVIRONMENT & ENERGINC.	YY ,)
ANCHOR/DARLING VALVE COMPANY	Y)
ARMSTRONG INTERNATIONAL, INC.))
ASBESTOS CORPORATION LIMITED))
ATLAS TURNER, INC.)
AWT AIR COMPANY, INC.))
BAHNSON, INC.)
BEATY INVESTMENTS, INC.))
BECHTEL CORPORATION))
BW/IP INC.))
CANVAS CT, LLC	,))
CARBOLINE COMPANY))
CARRIER CORPORATION))

CARVER PUMP COMPANY)
CB&I LAURENS, INC.))
CELANESE CORPORATION))
CHICAGO BRIDGE & IRON COMPANY LLC))))
CLYDE UNION INC.))
CNA HOLDINGS LLC))
COVIL CORPORATION))
CRANE ENVIRONMENTAL, LLC))
DANIEL INTERNATIONAL CORPORATION))))
DAVIS MECHANICAL CONTRACTORS, INC.))))
DEZURIK, INC.))
ELECTROLUX HOME PRODUCTS, INC.))
FISHER CONTROLS INTERNATIONAL LLC)))
FLAME REFRACTORIES, INC.))
FLOWSERVE CORPORATION))
FLOWSERVE US INC.))
FLUOR CONSTRUCTORS INTERNATIONAL)))
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)))
FLUOR DANIEL SERVICES CORPORATION)))
FLUOR ENTERPRISES, INC.)

FMC CORPORATION)
FORD MOTOR COMPANY
FOSTER WHEELER ENERGY CORPORATION
GARDNER DENVER NASH, LLC
GENERAL DYNAMICS CORPORATION)
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.
GRINNELL LLC
HEAT & FROST INSULATION COMPANY, INC.
HOK GROUP, INC.
HONEYWELL INTERNATIONAL, INC.
HOWDEN NORTH AMERICA INC.
IMO INDUSTRIES INC.
INDUSTRIAL HOLDINGS CORPORATION
ITT LLC
J. & L. INSULATION, INC.
JOHNSON CONTROLS, INC.
KAISER GYPSUM COMPANY, INC.
METROPOLITAN LIFE INSURANCE COMPANY

PARAMOUNT GLOBAL
PFIZER INC.
PIEDMONT INSULATION, INC.
PRESNELL INSULATION CO., INC.
REDCO CORPORATION
RILEY POWER INC.
SAINT-GOBAIN ABRASIVES, INC.
SEQUOIA VENTURES INC.
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
TACO, INC.
THE J.R. CLARKSON COMPANY LLC
THE WILLIAM POWELL COMPANY
UNION CARBIDE CORPORATION
UNIROYAL HOLDING, INC.
VALVES AND CONTROLS US, INC.
VIKING PUMP, INC.
VISTRA INTERMEDIATE COMPANY LLC
WARREN PUMPS LLC
WIND UP, LTD.

YUBA HEAT TRANSFER LLC)
ZURN INDUSTRIES, LLC)
Defendants.)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiff's counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFF

February 9, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
DON R. COX, SR.,) C/A NO. 2024-CP-40
Plaintiff, v.)))
3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY	In Re:Asbestos Personal Injury LitigationCoordinated Docket
4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY) Living Lung Cancer))
A.O. SMITH CORPORATION) <u>COMPLAINT</u>
A.W. CHESTERTON COMPANY)) (Jury Trial Demanded)
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.)))
AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC.))))))))
ANCHOR/DARLING VALVE COMPANY))
ARMSTRONG INTERNATIONAL, INC.))
ASBESTOS CORPORATION LIMITED))
ATLAS TURNER, INC. f/k/a ATLAS ASBESTOS COMPANY LTD.))
AWT AIR COMPANY, INC. f/k/a RESEARCH-COTTRELL, INC.	,))
BAHNSON, INC.)))

BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries)
CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CARBOLINE COMPANY)
CARRIER CORPORATION)
CARVER PUMP COMPANY)
CB&I LAURENS, INC. individually and as successor-in-interest to CHICAGO BRIDGE & IRON COMPANY)
CELANESE CORPORATION)
CHICAGO BRIDGE & IRON COMPANY LLC)
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)
CNA HOLDINGS LLC f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC.)))
COVIL CORPORATION)
CRANE ENVIRONMENTAL, LLC f/k/a CRANE ENVIRONMENTAL, INC. individually and as successor-in-interest to COCHRANE CORPORATION	
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS,)

DEZURIK, INC.
ELECTROLUX HOME PRODUCTS, INC. individually and as successor-in-interest to COPES-VULCAN
FISHER CONTROLS INTERNATIONAL LLC
FLAME REFRACTORIES, INC.
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION) on behalf of its former Peerless Pump business)
FORD MOTOR COMPANY
FOSTER WHEELER ENERGY CORPORATION
GARDNER DENVER NASH, LLC individually and as successor-in-interest to THE NASH ENGINEERING COMPANY)
GENERAL DYNAMICS CORPORATION individually, as alter ego and as successor-in- interest to ASBESTOS CORPORATION LIMITED)

GENERAL ELECTRIC COMPANY)
GENUINE PARTS COMPANY)
d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA))
)
GOULDS PUMPS, INCORPORATED)
GOULDS PUMPS LLC)
f/k/a GOULDS PUMPS INC.)
GREAT BARRIER INSULATION CO.)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION)
HEAT & FROST INSULATION)
COMPANY, INC.)
HOK GROUP, INC.)
f/k/a HELLMUTH, OBATA AND)
KASSABAUM, INC., individually and as)
successor-in-interest to CRS SIRRINE as)
successor-in-interest to J.E. SIRRINE)
HONEYWELL INTERNATIONAL, INC.)
individually and as successor-in-interest to)
ALLIED SIGNAL, INC. as successor to)
BENDIX CORPORATION)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO, INC.,)
individually and as successor-in-interest to)
BUFFALO FORGE COMPANY)
IMO INDUSTRIES INC.)
INDUSTRIAL HOLDINGS)
CORPORATION)
f/k/a THE CARBORUNDUM COMPANY)
ITT LLC	() () ()
f/k/a ITT CORPORATION, ITT INDUSTRIES	,)
INC., ITT FLUID PRODUCTS CORP.,)
HOFFMAN SPECIALTY MFG. CORP., BELL)
))

& GOSSETT COMPANY, ITT MARLOW and KENNEDY VALVE COMPANY)
J. & L. INSULATION, INC.)
JOHNSON CONTROLS, INC.))
KAISER GYPSUM COMPANY, INC.)
METROPOLITAN LIFE INSURANCE COMPANY)))
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and as successor-in-interest to BF STURTEVANT	,))))))))))
PFIZER INC.)
PIEDMONT INSULATION, INC.)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION f/k/a CRANE CO.)))
RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION)))))
SAINT-GOBAIN ABRASIVES, INC. individually and as successor-in-interest to NORTON COMPANY))))
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)))
SPIRAX SARCO, INC.))
STANDARD INSULATION COMPANY OF N. C., INC.)))

STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
TACO, INC.)
THE J.R. CLARKSON COMPANY LLC individually and as successor-in-interest to KUNKLE VALVE COMPANY)))
THE WILLIAM POWELL COMPANY)
UNION CARBIDE CORPORATION)
UNIROYAL HOLDING, INC. f/k/a U.S. RUBBER COMPANY, INC.)))
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.))))
VIKING PUMP, INC.)
VISTRA INTERMEDIATE COMPANY LLC individually and as successor-in-interest to CRSS INC.))))
WARREN PUMPS LLC)
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.))))))
YUBA HEAT TRANSFER LLC)
ZURN INDUSTRIES, LLC individually and as successor-in-interest to ZURN INDUSTRIES, INC. and as successor-in-interest to ERIE CITY IRON WORKS	,)))))))))))))))))))
Defendants.)

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, DON R. COX, SR. (hereinafter "Plaintiff"), sues the named Defendants for compensatory and punitive damages, by and through his attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Don R. Cox, Sr. has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products and through asbestos fibers carried home on his father, Clifton Cox's person and clothing.
- 2. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State:
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff and Plaintiff's father to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestoscontaining products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is

amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Don R. Cox, Sr., and/or Plaintiff's father, experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b) the Premises Defendants invited the Plaintiff Don R. Cox, Sr. as a steel rigger, welder and maintenance technician, and Plaintiff's father as a

- construction worker, on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Don R. Cox, Sr.'s lung cancer.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Don R. Cox, Sr. and Plaintiff's father experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiff's claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Plaintiff Don R. Cox, Sr. and/or Plaintiff's father in South Carolina and North Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.

- 12. Plaintiff's claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Don R. Cox, Sr. and Plaintiff's father experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Don R. Cox, Sr. to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. In addition to being exposed through his own work, Plaintiff Don R. Cox, Sr. was exposed to asbestos through asbestos dust and fibers brought home on his father Clifton Cox's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained in the family home. Plaintiff Don R. Cox, Sr.'s exposure to asbestos dust and fibers occurred through his contact with his father Clifton Cox's work clothing and person when greeting him and interacting with him on a daily basis at the end of each workday. Plaintiff Don R. Cox, Sr.'s exposure to asbestos dust and fibers also occurred through spending time in his father's vehicle in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air that they breathed throughout their family home.
- 15. Plaintiff Don R. Cox, Sr.'s cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial

factor in causing Plaintiff's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

- 16. Plaintiff nor Plaintiff's father were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 17. Plaintiff Don R. Cox, Sr. and Plaintiff's father worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 18. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiff's remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiff's remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY

DEFENDANT	ALTERNATE ENTITY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC., and IMPAC, INC.
ATLAS TURNER, INC.	ATLAS ASBESTOS COMPANY LTD.
AWT AIR COMPANY, INC.	RESEARCH-COTTRELL, INC.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BW/IP INC.	its wholly owned subsidiaries
CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY
CB&I LAURENS, INC.	CHICAGO BRIDGE & IRON COMPANY
CLYDE UNION INC.	UNION PUMP COMPANY
CNA HOLDINGS LLC	CELANESE CORPORATION and FIBER INDUSTRIES, INC.
CRANE ENVIRONMENTAL, LLC	CRANE ENVIRONMENTAL, INC. and COCHRANE CORPORATION
ELECTROLUX HOME PRODUCTS, INC.	COPES-VULCAN
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION

DEFENDANT	ALTERNATE ENTITY
FMC CORPORATION	PEERLESS PUMP
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HOK GROUP, INC.	HELLMUTH, OBATA and KASSABUAM, INC., CRS SIRRINE and J.E. SIRRINE
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW and KENNEDY VALVE COMPANY

DEFENDANT	ALTERNATE ENTITY
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, WESTINGHOUSE ELECTRIC CORPORATION, and BF STURTEVANT
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
THE J.R. CLARKSON COMPANY LLC	KUNKLE VALVE COMPANY
UNIROYAL HOLDING, INC.	U.S. RUBBER COMPANY, INC.
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZURN INDUSTRIES, LLC	ZURN INDUSTRIES, INC. and ERIE CITY IRON WORKS

19. Plaintiff has been informed and believes, and thereon alleges, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other

state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

- 20. Plaintiff has been informed and believes, and thereon alleges, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 21. As a direct and proximate result of the conduct as alleged within, Plaintiff Don R. Cox, Sr. suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 22. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Don R. Cox, Sr. incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Don R. Cox, Sr.'s medical treatment is ascertained.
- 23. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Don R. Cox, Sr. incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiff. Plaintiff prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

24. Plaintiff hereby disclaims each and every claim or cause of action which does or may arise from or on any federal enclave. Plaintiff is disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiff's presence on or at any federal enclave. Plaintiff further disclaims each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiff disclaims each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiff to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

- 25. Plaintiff Don R. Cox, Sr. is currently a resident of the State of South Carolina. Plaintiff was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina. He was also exposed to asbestos fibers carried home on the clothing and person of his father Clifton Cox while he worked in construction and maintenance at various jobsites while Plaintiff Don R. Cox, Sr. lived in the family home.
- 26. 3M**COMPANY** Defendant. f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does

substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, 4520 CORP., INC., as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 28. Defendant, **A.O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters, and Burkay boilers, present at numerous jobsites in South Carolina and North Carolina. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 29. Defendant, A.W. CHESTERTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cloth, gaskets, packing and rope packing, present at numerous jobsites in South Carolina and North Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 30. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps present at numerous jobsites in South Carolina and North Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 31. Defendant, **AMENTUM ENVIRONMENT & ENERGY, INC.**, f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina

while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves present at numerous jobsites in South Carolina and North Carolina. ANCHOR/DARLING VALVE COMPANY is

sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 33. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to Armstrong steam traps and strainers present at numerous jobsites in South Carolina and North Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 34. Defendant, **ASBESTOS CORPORATION LIMITED**, was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATIONN LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business

of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina and North Carolina. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.

LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina and North Carolina. ATLAS TURNER, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South

Carolina. Plaintiff's claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 36. Defendant, AWT AIR COMPANY, INC., f/k/a RESEARCH-COTTRELL, INC., was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, AWT AIR COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators, Research-Cottrell dust collectors and precipitators present at numerous jobsites in South Carolina and North Carolina. AWT AIR COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against AWT AIR COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 37. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not

limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **BEATY INVESTMENTS, INC.** fk/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina,

including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

- 40. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps and Borg Warner pumps and valves present at numerous jobsites in South Carolina and North Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 41. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers present at numerous jobsites in South Carolina and North Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the

sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 42. Defendant, CARBOLINE COMPANY, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing coatings present at numerous jobsites in South Carolina and North Carolina. CARBOLINE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 43. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier HVAC products present at numerous jobsites in South Carolina and North Carolina. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps present at numerous jobsites in South Carolina and North Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 45. Defendant, CB&I LAURENS, INC., individually and as successor-in-interest to CHICAGO BRIDGE & IRON COMPANY, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CB&I LAURENS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves and Fulton Sylphon valves present at numerous jobsites in South Carolina and North Carolina. CB&I LAURENS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CB&I LAURENS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 46. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Plaintiff Don R. Cox, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries located in Greenville, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant.
- 47. Defendant, **CHICAGO BRIDGE & IRON COMPANY LLC**, was and is an Illinois limited liability company with its principal place of business in Illinois. At all times material

hereto, CHICAGO BRIDGE & IRON COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation, Foxboro and Fulton Sylphon equipment, and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. CHICAGO BRIDGE & IRON COMPANY LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CHICAGO BRIDGE & IRON COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **CLYDE UNION INC.**, f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE. UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps present at numerous jobsites in South Carolina and North Carolina. CLYDE. UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina,

including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CLYDE. UNION INC. arise out of this Defendant's business activities in the State of South Carolina.

- 49. Defendant, **CNA HOLDINGS LLC** f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Plaintiff Don R. Cox, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries located in Greenville, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant.
- 50. Defendant, COVIL CORPORATION, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual

operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant. **CRANE** ENVIRONMENTAL, LLC **CRANE** f/k/a ENVIRONMENTAL, INC., individually and as successor-in-interest to COCHRANE CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, CRANE ENVIRONMENTAL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cochrane feed tanks and pumps present at numerous jobsites in South Carolina and North Carolina. CRANE ENVIRONMENTAL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against CRANE ENVIRONMENTAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout United **DANIEL** the southeastern States. INTERNATIONAL CORPORATION is sued Product Defendant. DANIEL INTERNATIONAL as a CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 53. Defendant, **DAVIS MECHANICAL CONTRACTORS, INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **DEZURIK**, **INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan valves present at numerous jobsites in South Carolina and North Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products,

actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 55. Defendant, ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan blowers and valves present at numerous jobsites in South Carolina and North Carolina. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ELECTROLUX HOME PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves present at numerous jobsites in South Carolina and North Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FLAME REFRACTORIES, INC., was a North Carolina corporation 57. with its principal place of business in Florida. At all times material hereto, FLAME REFRACTORIES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLAME REFRACTORIES, INC. is sued as a Product Defendant. FLAME REFRACTORIES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Flame Refractories, Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLAME REFRACTORIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 58. Defendant. **FLOWSERVE** CORPORATION, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps and Durco pumps and valves present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 59. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing,

replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 62. Defendant, FLUOR DANIEL SERVICES CORPORATION, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 63. Defendant, **FLUOR ENTERPRISES**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **FMC CORPORATION** on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps present at numerous jobsites in South Carolina and North Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions,

and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, FORD MOTOR COMPANY, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, FORD MOTOR COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Ford automobiles with asbestos-containing gaskets, friction materials and brakes, brake pads, braking systems as well as other automotive replacement parts purchased and used by Plaintiff on his personal and family vehicles. FORD MOTOR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers and cooling towers present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, GARDNER DENVER NASH, LLC, individually and as successor-ininterest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps present at numerous jobsites in South Carolina and North Carolina. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, GENERAL DYNAMICS CORPORATION, individually, as alter ego and as successor-in-interest to ASBESTOS CORPORATION LIMITED, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina and North Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric turbines present at numerous jobsites in South Carolina and North Carolina. GENERAL ELECTRIC COMPANY is

sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 70. Defendant, GENUINE PARTS COMPANY, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining automotive friction products including Raylock brakes, gaskets and auto body compounds from NAPA dealer in Seneca, SC, purchased and used by Plaintiff on his personal and family vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 71. Defendant, **GOULDS PUMPS**, **INCORPORATED**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto,

GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **GOULDS PUMPS LLC** f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South

Carolina. Plaintiff's claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

- 73. Defendant, GREAT BARRIER INSULATION CO., was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.
- 74. Defendant, **GRINNELL**, **LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina

while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell boilers, heaters and valves present at numerous jobsites in South Carolina and North Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people,

including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, HOK GROUP, INC., f/ka HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE as successor-ininterest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HOK GROUP, INC. is sued as a Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, HONEYWELL INTERNATIONAL, INC., individually and as 77. successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products and Bendix brakes, purchased and used by Plaintiff on his personal and family vehicles. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **HOWDEN NORTH AMERICA**, **INC.** f/k/a HOWDEN BUFFALO INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans present at numerous jobsites in South Carolina and North Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps and turbines present at numerous jobsites in South Carolina and North Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

- 80. Defendant. INDUSTRIAL HOLDINGS CORPORATION. f/k/a THE CARBORUNDUM COMPANY, was and is a New York corporation with its principal place of business in New York. At all times material hereto, INDUSTRIAL HOLDINGS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Black Magic Diamond grinding wheels present at numerous jobsites in South Carolina and North Carolina. INDUSTRIAL HOLDINGS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 81. Defendant, ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, and Kennedy

valves present at numerous jobsites in South Carolina and North Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred

in the State of South Carolina. Plaintiff's claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 83. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves present at numerous jobsites in South Carolina and North Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 84. Defendant, **KAISER GYPSUM COMPANY**, **INC.**, was and is a North Carolina corporation with its principal place of business in Texas. At all times material hereto, KAISER GYPSUM COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kaiser Gypsum joint compound, taping and topping compounds. KAISER GYPSUM COMPANY, INC. is sued as a Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against KAISER GYPSUM COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 86. Defendant, PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, CORPORATION and as successor-in-interest to BF STURTEVANT, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers and turbines and BF Sturtevant forced-draft blowers and turbines present at numerous jobsites in South Carolina and North Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

- 87. Defendant, **PFIZER INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PFIZER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. PFIZER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against PFIZER INC. arise out of this Defendant's business activities in the State of South Carolina.
- 88. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials,

including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

89. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc.,

exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr. to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane feed tanks, pumps and valves, and Chempump pumps and valves present at numerous jobsites in South Carolina and North Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 91. Defendant, **RILEY POWER INC.** f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto,

RILEY POWER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers and associated asbestos materials present at numerous jobsites in South Carolina and North Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, SAINT-GOBAIN ABRASIVES, INC., individually and as successor-in-interest to NORTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SAINT-GOBAIN ABRASIVES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels present at numerous jobsites in South Carolina and North Carolina. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities,

which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 93. Defendant, **SEQUOIA VENTURES INC.** f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.
- 94. Defendant, **SPIRAX SARCO**, **INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly,

in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves present at numerous jobsites in South Carolina and North Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of

people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

96. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease

and injury, occurred in the State of South Carolina. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 97. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.
- 98. Defendant, **TACO**, **INC**., was and is a Rhode Island corporation with its principal place of business in Rhode Island. At all times material hereto, TACO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Taco heaters and pumps present at numerous jobsites in South Carolina and North Carolina. TACO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against TACO, INC. arise out of this Defendant's business activities in the State of South Carolina.

99. Defendant, **THE J.R. CLARKSON COMPANY LLC**, individually and as successor-in-interest to KUNKLE VALVE COMPANY, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, THE J.R. CLARKSON COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kunkle valves present at numerous jobsites in South Carolina and North Carolina. THE J.R. CLARKSON COMPANY LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State

of South Carolina. Plaintiff's claims against THE J.R. CLARKSON COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

- 100. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves present at numerous jobsites in South Carolina and North Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 101. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers used in drywall compounds present at numerous jobsites in South Carolina and North Carolina. UNION CARBIDE CORPORATION

is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 102. Defendant, UNIROYAL HOLDING, INC., f/k/a U. S. RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing welding blankets present at numerous jobsites in South Carolina and North Carolina. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 103. Defendant, **VALVES AND CONTROLS US, INC.**, f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves at numerous jobsites in South Carolina and North Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.

104. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps present at numerous jobsites in South Carolina and North Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims

against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

105. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

Defendant, WARREN PUMPS LLC, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps present at numerous jobsites in South Carolina and North Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is

also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Don R. Cox, Sr., to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

- liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters present at numerous jobsites in South Carolina and North Carolina. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.
- 109. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., and successor-in-interest to ERIE CITY IRON WORKS, was and

is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers, pumps and valves, Keystone boilers, and Erie City boilers present at numerous jobsites in South Carolina and North Carolina. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiff's claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

110. Plaintiff Don R. Cox, Sr. experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants CELANESE CORPORATION and CNA HOLDINGS LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants (except for METROPOLITAN LIFE INSURANCE COMPANY), or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or

installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 111. Plaintiff brings this action for monetary damages as a result of Plaintiff Don R. Cox, Sr. contracting an asbestos-related disease.
- 112. Plaintiff Don R. Cox, Sr. was diagnosed with lung cancer on or about December 15, 2022.
- 113. Plaintiff Don R. Cox, Sr.'s lung cancer was caused by his exposure to asbestos during the course of his employment, as well as through the asbestos dust and fibers carried home on the clothing and person of his father during the years in which he lived in the family home.
- 114. During his work history, Plaintiff Don R. Cox, Sr. was exposed to Defendants' asbestos-containing products through his work as a laborer, steel rigger and mechanic electrician from approximately the late 1950s to the late 2004, at various industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff performed a variety of tasks throughout his worksites, which include but are not limited to, working on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 115. During his work history, Plaintiff was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-

containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 116. Plaintiff Don R. Cox, Sr. was exposed to Defendants' asbestos-containing products through his work as a laborer and steel fabricator for Traco Steel from approximately 1967-1968 in their fabricator shop in Anderson, SC.
- 117. Plaintiff Don R. Cox, Sr. was exposed to Defendants' asbestos-containing products through his work as a laborer and steel rigger for Daniel Corporation during the summer months of 1965-1967 and from approximately the mid to late 1970s, at various locations, including but not limited to the following:
 - Hoechst Celanese a/k/a Fiber Industries Greenville, SC
 - Michelin Tire-Donaldson Center Greenville, SC
 - Michelin Tire Sandy Springs, SC
 - V. C. Sumner Nuclear plant Columbia, SC
 - Milliken Lavonia, GA
 - Zinc Processing Plant Clarksville, TN
- 118. Plaintiff Don R. Cox, Sr. was exposed to Defendants' asbestos-containing products through his work as utility cleanup laborer, steel rigger, and maintenance technician–electrical support systems for Duke Power Company from 1968 and again from approximately the early 1970s to mid 2000s, at various locations, including but not limited to the following:
 - Oconee Nuclear Station Seneca, SC
 - Catawba Nuclear Power Station York, SC
 - Bad Creek Hydroelectric Station

 Salem, SC
 - Jocassee Hydroelectric Station Salem, SC
 - W.S. Lee Steam Station Belton, SC
 - McGuire Nuclear Power Station Huntersville, NC
 - Marshall Steam Station Terrell, NC
 - Riverbend Steam Station Mount Holly, NC

- 119. Plaintiff Don R. Cox, Sr. was exposed to Defendants' asbestos-containing products through his work as a Welder for Carolina Supply & Machine Work in approximately mid 1970s Seneca, SC.
- 120. Plaintiff also was exposed to Defendants' asbestos-containing products when he worked in construction with his father on renovations and additions starting around age 10 from approximately the late 1950s to late 1960s at various jobsites in South Carolina. As Plaintiff was renovating, building additions and remodeling these homes, he used or was exposed to, asbestos-containing products and raw materials manufactured, sold and/or distributed by Defendants. These activities exposed Plaintiff to asbestos dust and fibers.
- 121. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes on his personal vehicles and family's vehicles in South Carolina and North Carolina from approximately late 1960s through the 2000s. These activities exposed Plaintiff to asbestos dust and fibers.
- 122. During the course of Plaintiff Don R. Cox, Sr.'s employment at the location(s) mentioned above, during other occupational and non-occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 123. Plaintiff Don R. Cox, Sr. was further exposed as a result of his father Clifton Cox's employment as a construction and maintenance worker for various construction companies from approximately the late 1940s to the late 1960s. Plaintiff's father was exposed to asbestos through his work throughout the various job sites, and was further exposed through his work around various other trades, including but not necessarily limited to premises workers, maintenance workers,

insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos-containing materials.

- 124. While employed as a construction and maintenance worker, Plaintiff's father Clifton Cox wore his own clothes to work, was exposed to asbestos dust and fibers that he brought home on his work clothes, fell off in his vehicle and were on his body including his hair, that distributed and re-entrained in his vehicle and home which caused Plaintiff Don R. Cox, Sr. to be exposed to said asbestos dust in sufficient amounts as to cause him to develop lung cancer.
- 125. From approximately the late 1940s to the late 1960s, Plaintiff Don R. Cox, Sr. was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Plaintiff's father's jobsites which Plaintiff came in contact with off premises through contact with his father's work clothes, personal possessions, and vehicle. Plaintiff's exposure to asbestos dust and fibers occurred through his contact with his father's work clothing and person when greeting him at the end of the workday, through spending time in his father's vehicle in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air that they breathed throughout their home.
- 126. From approximately the late 1950s to the late 1960s, Plaintiff Don R. Cox, Sr. was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Plaintiff's father's jobsites which Plaintiff came in contact with on premises while working with his father at his jobsites starting around age 10. Plaintiff's exposure to asbestos dust and fibers occurred through his work throughout the various job sites, and was further exposed through his work around various other trades, while performing various tasks in construction work including but not limited to, removing and installing sheetrock. These activities exposed Plaintiff to asbestos dust and fibers.

- 127. Plaintiff Don R. Cox, Sr.'s cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Don R. Cox, Sr.'s lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 128. Plaintiff and Plaintiff's father were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 129. Plaintiff was informed and believes, and thereon alleges, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 130. As a direct and proximate result of the conduct as alleged within, Plaintiff Don R. Cox, Sr. suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 131. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Don R. Cox, Sr. has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Don R. Cox, Sr.'s medical treatment is ascertained.
- 132. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiff. Plaintiff

requests leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiff Complains of Defendants for a Cause of Action for Negligence Alleging as Follows:

133. Plaintiff incorporates herein by reference, as though fully set forth herein, each and

every paragraph of the General Allegations above.

134. At all times herein mentioned, each of the named Defendants was an entity and/or

the successor, successor in business, successor in product line or a portion thereof, assign,

predecessor, predecessor in business, predecessor in product line or a portion thereof, parent,

subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities,"

engaged in the business of researching, studying, manufacturing, fabricating, designing,

modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale,

supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,

marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain

product, namely asbestos, other products containing asbestos, and products manufactured for

foreseeable use with asbestos products.

135. At all times herein mentioned, Defendants, and/or their "alternate entities"

singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,

modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn

of the health hazards, failed to provide adequate use instructions for eliminating the health risks

inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale,

supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,

warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely

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asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Don R. Cox, Sr. and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

- 136. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Don R. Cox, Sr.'s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Don R. Cox, Sr. and his father Clifton Cox. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.
- 137. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported

by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, would use or be in proximity to and exposed to said asbestos fibers.

- 138. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Don R. Cox, Sr., Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 139. Plaintiff Don R. Cox, Sr., Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's and Plaintiff's father Clifton Cox's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 140. Plaintiff Don R. Cox, Sr. suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Don R. Cox, Sr. and his father Clifton Cox were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

- 141. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Don R. Cox, Sr.'s injuries, and all damages thereby sustained by Plaintiff Don R. Cox, Sr. Plaintiff therefore seek all compensatory damages in order to make them whole, according to proof.
- 142. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Don R. Cox, Sr. and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Don R. Cox, Sr. and others similarly situated.
- 143. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 144. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-

containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

145. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Don R. Cox, Sr.

146. Plaintiff Don R. Cox, Sr., his father Clifton Cox, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Don R. Cox, Sr., his father Clifton Cox, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

- 147. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 148. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiff Complains of Defendants, and Alleges as Follows:

- 149. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 150. Plaintiff Don R. Cox, Sr. suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Don R. Cox, Sr. and his father Clifton Cox were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 151. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Don R. Cox, Sr.'s injuries, and the injuries and damages thereby sustained by Plaintiff.
- 152. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Don R. Cox,

Sr., his father Clifton Cox, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Don R. Cox, Sr., his father Clifton Cox, and others similarly situated.

- 153. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, would use or be in proximity to and exposed to said asbestos fibers.
- 154. Plaintiff Don R. Cox, Sr., Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's and his father Clifton Cox's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 155. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

- 156. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Don R. Cox, Sr.'s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.
- 157. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Don R. Cox, Sr. herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 158. Plaintiff Don R. Cox, Sr., his father Clifton Cox, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use

of these products were not readily recognizable by Plaintiff Don R. Cox, Sr., his father Clifton Cox, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Don R. Cox, Sr., his father Clifton Cox, and others similarly situated were exposed.

- 159. Defendants' defective products as described above were a direct cause of Plaintiff Don R. Cox, Sr.'s injuries, and the damages thereby sustained.
- 160. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Don R. Cox, Sr., his father Clifton Cox, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 161. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestoscontaining products, had no knowledge or information indicating that asbestos or asbestoscontaining products or products manufactured for foreseeable use with asbestos products could

cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

- 162. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Don R. Cox, Sr., his father Clifton Cox, and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 163. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 164. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of

example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.

165. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiff Brings this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondent Superior and Alleges as Follows:

- 166. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 167. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Don R. Cox, Sr. and/or his father Clifton Cox worked and/or spent time as alleged above.
- 168. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their

employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Don R. Cox, Sr. and his father Clifton Cox were exposed.

- 169. Employees handling and disturbing asbestos-containing products in Plaintiff Don R. Cox, Sr.'s and his father Clifton Cox's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 170. Employees handling and disturbing asbestos-containing products in Plaintiff Don R. Cox, Sr.'s, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 171. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 172. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Don R. Cox, Sr.
- 173. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

- 174. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Don R. Cox, Sr.
- 175. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Don R. Cox, Sr. and his father Clifton Cox that they were being exposed to asbestos, failed to adequately warn Plaintiff Don R. Cox, Sr. and his father Clifton Cox of the harm associated with his exposure to asbestos, and provide them with protection to prevent their inhalation of asbestos.
- 176. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Don R. Cox, Sr. and his father Clifton Cox.
- 177. Defendants' employees owed Plaintiff Don R. Cox, Sr. and his father Clifton Cox a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 178. Defendants' employees breached this duty of care as described above.
- 179. At all times mentioned, Plaintiff Don R. Cox, Sr. and his father Clifton Cox were unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 180. As a direct result of the Defendants' employees conduct, Plaintiff Don R. Cox, Sr.'s and his father Clifton Cox's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused

severe and permanent injury to Plaintiff Don R. Cox, Sr. and the damages and injuries as complained of herein by Plaintiff.

181. The risks herein alleged and the resultant damages suffered by the Plaintiff Don R. Cox, Sr. were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

182. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Don R. Cox, Sr.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiff Complains of Defendants, and Alleges as Follows:

172. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

173. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Don R. Cox, Sr. and his father Clifton Cox worked and/or spent time.

- 174. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 175. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Don R. Cox, Sr., and his father Clifton Cox, and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Don R. Cox, Sr. would be exposed to dangerous asbestos dust beyond the present.
- 176. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons, including Plaintiff.
- 177. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.
- 178. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including

Plaintiff Don R. Cox, Sr. and his father Clifton Cox were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

- 179. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.
- 180. At all times herein mentioned, Plaintiff Don R. Cox, Sr. and his father Clifton Cox were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 181. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 182. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Don R. Cox, Sr., from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

- 183. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 184. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 185. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.
- 186. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Don R. Cox, Sr. became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Don R. Cox, Sr. to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence Per Se, Plaintiff Complains of Defendants, and Alleges as Follows:

187. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.

- 188. The actions of Defendants also constituted negligence per se.
- 189. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence per se or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Don R. Cox, Sr. Plaintiff is not making any claims under federal law; instead, Plaintiff is simply using the violation of federal standards as proof of liability on his state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 190. The negligence per se of Defendants was a proximate cause of Plaintiff Don R. Cox, Sr.'s injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiff Complains of Design Defendants and Alleges as Follows:

- 191. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 192. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestos-

- containing products, materials and/or equipment, including but not limited to asbestos.
- (d) In failing and neglecting to employ careful contractors and/or employees.
- (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (g) In failing to properly warn Plaintiff Don R. Cox, Sr. and his father Clifton Cox of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff, his father, and others in their vicinity.
- (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

193. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Don R. Cox, Sr. suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiff to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiff Complains of Design Defendants and Alleges as Follows:

194. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.

- 195. Design Defendants owed Plaintiff Don R. Cox, Sr. and his father Clifton Cox a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 196. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.
 - (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
 - (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
 - (f) By such other failures as will be proved at trial.
- 197. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Don R. Cox, Sr. suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiff to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiff Complains of Defendants and Alleges as Follows:

- 198. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 200. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Don R. Cox, Sr. and his father Clifton Cox carried out their duties and was inhaled by Plaintiff Don R. Cox, Sr.
- 201. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Don R. Cox, Sr. and his father Clifton Cox were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Don R. Cox, Sr. consequently developed lung cancer, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiff Complains of Defendants, and Alleges as Follows:

- 202. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.
- 203. That during, before and after Plaintiff Don R. Cox, Sr.'s exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their

"alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Don R. Cox, Sr. and his father Clifton Cox in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Don R. Cox, Sr. and his father Clifton Cox. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

204. The foregoing representations were material conditions precedent to Plaintiff Don R. Cox, Sr.'s continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Don R. Cox, Sr. act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Don R. Cox, Sr. was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

205. As a direct and proximate result Plaintiff Don R. Cox, Sr.'s and his father Clifton Cox's reliance upon Defendants' false representations, Plaintiff have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiff Complains of Defendant Metropolitan Life Insurance Company, and Alleges as Follows:

- 206. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.
- 207. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not

limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.

- 208. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 209. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.
- 210. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Don R. Cox, Sr. and his father Clifton Cox were exposed to and breathed asbestos dust which resulted in Plaintiff Don R. Cox, Sr.'s injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.

- 211. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Don R. Cox, Sr. and his father Clifton Cox were exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Don R. Cox, Sr.'s illness.
- 212. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 213. Plaintiff Don R. Cox, Sr. and his father Clifton Cox unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 214. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Don R. Cox, Sr. from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 215. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Don R. Cox, Sr. and his father Clifton Cox.

- 216. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Don R. Cox, Sr. and his father Clifton Cox were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff and his father, their co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Don R. Cox, Sr. and his father Clifton Cox of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff and his father the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 217. During the relevant time period the Plaintiff Don R. Cox, Sr. and his father Clifton Cox were exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 218. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Don R. Cox, Sr., and his father Clifton Cox, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:
 - (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease.

Further collaboration between Manville and Met Life continued the coverup.

- Beginning in approximately 1934, Manville, through its agents, Vandiver (b) Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos

- exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Don R. Cox, Sr. and his father Clifton Cox.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Don R. Cox, Sr. and his father Clifton Cox to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 219. Plaintiff Don R. Cox, Sr. and his father Clifton Cox reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.
- 220. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Don R. Cox, Sr. and his father Clifton Cox were deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on their clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiff's actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;

- 3. For punitive damages according to proof;
- 4. For cost of suit herein;
- 5. For damages for breach of implied warranty according to proof;
- 6. For damages for fraudulent misrepresentation according to proof;
- 7. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFF

February 9, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
LARRY G. SELLARS and GLENDA K. SELLARS,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY 4520 CORP., INC.)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
A.O. SMITH CORPORATION A.W. CHESTERTON COMPANY))) <u>SUMMONS</u>)
ABB INC. AIR & LIQUID SYSTEMS CORPORAT ANCHOR/DARLING VALVE COMPAN)
ARMSTRONG INTERNATIONAL, INC AWT AIR COMPANY, INC.)
BAHNSON, INC. BEATY INVESTMENTS, INC.))))
BECHTEL CORPORATION BW/IP INC.))))
CANVAS CT, LLC)))
CARVER PUMP COMPANY CATERPILLAR GLOBAL MINING LL	,C)
CATERPILLAR INC. CHAMPLAIN CABLE CORPORATION	N)

CLARK-RELIANCE LLC
CLEAVER-BROOKS, INC.
CLYDE UNION INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.
COOPER CROUSE-HINDS, LLC
COPELAND CORPORATION LLC
COVIL CORPORATION
CROSBY VALVE, LLC
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS,) INC.
DEZURIK, INC.
EATON CORPORATION)
ECODYNE CORPORATION
ELECTROLUX HOME PRODUCTS, INC.
EMERSON ELECTRIC CO.
ERICSSON INC.
FERGUSON ENTERPRISES LLC
FISHER CONTROLS INTERNATIONAL LLC
FLAME REFRACTORIES, INC.
FLOWSERVE CORPORATION)
FLOWSERVE US INC.
)

FLUOR CONSTRUCTORS INTERNATIONAL
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION
FORMOSA PLASTICS CORPORATION, U.S.A.
FOSTER WHEELER ENERGY CORPORATION
GARDNER DENVER NASH, LLC
GENERAL BOILER CASING COMPANY,) INC.
GENERAL CABLE INDUSTRIES, INC.
GENERAL CABLE INDUSTRIES LLC
GENERAL DYNAMICS CORPORATION
GENERAL ELECTRIC COMPANY
GOODRICH CORPORATION
GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC.
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.
GREEN TWEED & CO., INC.
GRINNELL LLC

HAJOCA CORPORATION)
HEAT & FROST INSULATION COMPANY, INC.))
HENRY PRATT COMPANY, LLC)
HERCULES LLC)
HOWDEN NORTH AMERICA INC.)
HPC INDUSTRIAL SERVICES, LLC)
IMO INDUSTRIES INC.)
ITT LLC)
J-M MANUFACTURING COMPANY, INC.)
J. & L. INSULATION, INC.)
JOHN CRANE, INC.)
JOHNSON CONTROLS, INC.)
METROPOLITAN LIFE INSURANCE COMPANY)
NIBCO INC.)
PARAMOUNT GLOBAL)
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY)
PBV INC.)
PIEDMONT INSULATION, INC.)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION)
RILEY POWER INC.)
SEQUOIA VENTURES INC.)

SPIRAX SARCO, INC.
SPX CORPORATION
STANDARD INSULATION COMPANY OF N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA) LLC
THE GOODYEAR TIRE & RUBBER COMPANY
THE WILLIAM POWELL COMPANY
UNIROYAL HOLDING, INC.
UNITED CONVEYOR CORPORATION
VALVES AND CONTROLS US, INC.
VELAN VALVE CORP.
VIKING PUMP, INC.
VISTRA INTERMEDIATE COMPANY LLC
WARREN PUMPS LLC
WIND UP, LTD.
YUBA HEAT TRANSFER LLC
Defendants.

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

April 8, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
LARRY G. SELLARS and GLENDA K. SELLARS,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY 4520 CORP., INC. individually and as successor-in-interest to)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)) Living Lung Cancer)
BENJAMIN F. SHAW COMPANY) <u>COMPLAINT</u>
A.O. SMITH CORPORATION))
A.W. CHESTERTON COMPANY) (Jury Trial Demanded)
ABB INC.)
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.)))
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.)
AWT AIR COMPANY, INC. f/k/a RESEARCH-COTTRELL, INC.)))
BAHNSON, INC.)
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.))
BECHTEL CORPORATION))
BW/IP INC. and its wholly-owned subsidiaries))))

CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CARVER PUMP COMPANY)
CATERPILLAR GLOBAL MINING LLC individually and as successor-in-interest to BUCYRUS INTERNATIONAL f/k/a BUCYRUS-ERIE CO.)))))
CATERPILLAR INC.)
CHAMPLAIN CABLE CORPORATION individually and as successor-in-interest to HERCULES, INC. and HAVEG INDUSTRIES, INC.)))))
CLARK-RELIANCE LLC f/k/a CLARK-RELIANCE CORPORATION and its JERGUSON GAGE & VALVE DIVISION)))))
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER- BROOKS DIVISION))))
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)))
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY)))))
COOPER CROUSE-HINDS, LLC)
COPELAND CORPORATION LLC)
COVIL CORPORATION))
CROSBY VALVE, LLC)
DANIEL INTERNATIONAL CORPORATION)))

DAVIS MECHANICAL CONTRACTORS, INC.)
DEZURIK, INC.)
EATON CORPORATION)
ECODYNE CORPORATION)
ELECTROLUX HOME PRODUCTS, INC. individually and as successor-in-interest to COPES-VULCAN))))
EMERSON ELECTRIC CO. individually and as successor-in-interest to COPELAND CORPORATION))))
ERICSSON INC. individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY))))
FERGUSON ENTERPRISES LLC)
FISHER CONTROLS INTERNATIONAL LLC)
FLAME REFRACTORIES, INC.)
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.)
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY)))))))
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)))
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
FLUOR DANIEL SERVICES CORPORATION)

)
FLUOR ENTERPRISES, INC.)
EMC CORRODATION)
FMC CORPORATION on behalf of its former Peerless Pump business)
on behalf of its former recress rump business)
FORMOSA PLASTICS CORPORATION,)
U.S.A., individually and as parent, alter ego, and)
successor-in-interest to J-M)
MANUFACTURING COMPANY, INC)
successor-in-interest to J-M A/C PIPE)
CORPORATION)
)
FOSTER WHEELER ENERGY)
CORPORATION)
)
GARDNER DENVER NASH, LLC)
individually and as successor-in-interest to)
THE NASH ENGINEERING COMPANY)
CENTED AT DOLLED CARDIC COMPANY)
GENERAL BOILER CASING COMPANY,)
INC.)
GENERAL CABLE INDUSTRIES, INC.)
individually and as successor-in-interest to))
CAROL CABLE CO.))
CHROL CHBLL CO.)
GENERAL CABLE INDUSTRIES LLC)
f/k/a GENERAL CABLE INDUSTRIES, INC.)
individually and as successor-in-interest to)
CAROL CABLE CO.)
)
GENERAL DYNAMICS CORPORATION)
individually and as successor-in-interest to)
ASBESTOS CORPORATION LIMITED and)
ATLAS TURNER INC.)
)
GENERAL ELECTRIC COMPANY)
COORDIGH CORROR (WICE)	
GOODRICH CORPORATION)
f/k/a THE B.F. GOODRICH COMPANY)
GOODRICH PUMP & ENGINE CONTROL)
SYSTEMS, INC.)
individually and as successor-in-interest to))
CHANDLER EVANS CONTROL SYSTEMS))
DIVISION))
21,101011	,

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GOULDS PUMPS, INCORPORATED)
)
GOULDS PUMPS LLC)
f/k/a GOULDS PUMPS INC.)
GREAT BARRIER INSULATION CO.)
)
GREEN TWEED & CO., INC.)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION))
u/b/a GRINNELL CORI ORATION)
HAJOCA CORPORATION)
)
HEAT & FROST INSULATION)
COMPANY, INC.)
)
HENRY PRATT COMPANY, LLC)
d/b/a HENRY PRATT COMPANY)
)
HERCULES LLC)
f/k/a HERCULES INCORPORATED)
HOWDEN NORTH AMERICA INC.))
f/k/a HOWDEN BUFFALO, INC.,	<i>)</i>
individually and as successor-in-interest to	<i>)</i>
BUFFALO FORGE COMPANY	<i>)</i>
BOTTALO TORGE COMPARY)
HPC INDUSTRIAL SERVICES, LLC	<i>,</i>
f/k/a CLEAN HARBORS INDUSTRIAL	í
SERVICES INC. solely in its capacity as the	í
successor-by-merger and name change to	ĺ
BRAND INSULATIONS, INC.	j
	<u> </u>
IMO INDUSTRIES INC.)
)
ITT LLC)
f/k/a ITT CORPORATION, ITT INDUSTRIES)
INC., ITT FLUID PRODUCTS CORP.,)
HOFFMAN SPECIALTY MFG. CORP., BELL)
& GOSSETT COMPANY, and ITT MARLOW	
I M MANUEL COUDING COMPANY PAG)
J-M MANUFACTURING COMPANY, INC.)
individually and as successor-in-interest to)
J-M A/C PIPE CORPORATION)
)

J. & L. INSULATION, INC.)
JOHN CRANE, INC.)
JOHNSON CONTROLS, INC.)
METROPOLITAN LIFE INSURANCE COMPANY)))
NIBCO INC.)
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION	
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)))
PBV INC. f/k/a INDUSTRY PRODUCTS CO.)))
PIEDMONT INSULATION, INC.)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION f/k/a CRANE CO.)))
RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION)))))
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)))
SPIRAX SARCO, INC.)
SPX CORPORATION individually and as successor-in-interest to KINNEY PLIMPS)))

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STANDARD INSULATION COMPANY OF N. C., INC.	ノ))、
STARR DAVIS COMPANY, INC.)) `
STARR DAVIS COMPANY OF S.C., INC.)))
STERLING FLUID SYSTEMS (USA) LLC)))
THE GOODYEAR TIRE & RUBBER COMPANY)))、
THE WILLIAM POWELL COMPANY)) `
UNIROYAL HOLDING, INC. f/k/a U.S. RUBBER COMPANY, INC.)))
UNITED CONVEYOR CORPORATION)) `
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.))))
VELAN VALVE CORP.)))
VIKING PUMP, INC.)))
VISTRA INTERMEDIATE COMPANY)) `
LLC, individually and as successor-in-interest to CRSS INC.)))
WARREN PUMPS LLC)) `
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.))))))
YUBA HEAT TRANSFER LLC)))
Defendants.)) `

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, LARRY G. SELLARS and GLENDA K. SELLARS (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Larry G. Sellars has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is

amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Larry G. Sellars experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 9. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or

asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

- 10. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Larry G. Sellars experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 11. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Larry G. Sellars to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 12. Plaintiff Larry G. Sellars' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 13. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 14. Plaintiff Larry G. Sellars worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

15. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AWT AIR COMPANY, INC.	RESEARCH-COTTRELL, INC.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BW/IP INC.	its wholly owned subsidiaries
CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY
CATERPILLAR GLOBAL MINING LLC	BUCYRUS INTERNATIONAL and BUCYRUS-ERIE CO.

DEFENDANT	ALTERNATE ENTITY
CHAMPLAIN CABLE CORPORATION	HERCULES, INC. and HAVEG INDUSTRIES, INC.
CLARK-RELIANCE LLC	CLARK-RELIANCE CORPORATION and JERGUSON GAGE & VALVE DIVISION
CLEAVER-BROOKS, INC.	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC.	UNION PUMP COMPANY
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
ELECTROLUX HOME PRODUCTS, INC.	COPES-VULCAN
EMERSON ELECTRIC CO.	COPELAND CORPORATION
ERICSSON INC.	ANACONDA WIRE & CABLE COMPANY
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP
FORMOSA PLASTICS CORPORATION U.S.A	J-M MANUFACTURING COMPANY, INC. and J-M A/C PIPE CORPORATION
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL CABLE INDUSTRIES, INC.	CAROL CABLE CO.

DEFENDANT	ALTERNATE ENTITY
GENERAL CABLE INDUSTRIES LLC	GENERAL CABLE INDUSTRIES, INC. and CAROL CABLE CO.
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GOODRICH CORPORATION	THE B.F. GOODRICH COMPANY
GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC.	CHANDLER EVANS CONTROL SYSTEMS DIVISION
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY
HERCULES LLC	HERCULES INCORPORATED
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW
J-M MANUFACTURING COMPANY, INC.	J-M A/C PIPE CORPORATION

DEFENDANT	ALTERNATE ENTITY
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PBV INC.	INDUSTRY PRODUCTS CO.
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
SPX CORPORATION	KINNEY PUMPS
UNIROYAL HOLDING, INC.	U.S. RUBBER COMPANY, INC.
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

16. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other

state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

- 17. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 18. As a direct and proximate result of the conduct as alleged within, Plaintiff Larry G. Sellars suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 19. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Larry G. Sellars incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Larry G. Sellars' medical treatment is ascertained.
- 20. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Larry G. Sellars incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

- 21. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Larry G. Sellars was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.
- 22. Defendant, **3M COMPANY** f/k/a **MINNESOTA MINING** AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina and North Carolina. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 23. Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing,

replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. 4520 CORP., INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, A.O. SMITH CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters, and A.O. Smith boilers, present at numerous jobsites in South Carolina and North Carolina. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 25. Defendant, A.W. CHESTERTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cloth, gaskets, packing and rope packing, present at numerous jobsites in South Carolina and North Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 26. Defendant, **ABB INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos

and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric electrical components on turbines, present at numerous jobsites in South Carolina and North Carolina. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps, present at numerous jobsites in South Carolina and North Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and

North Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 28. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves, present at numerous jobsites in South Carolina and North Carolina. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 29. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing

Armstrong steam traps and strainers, present at numerous jobsites in South Carolina and North Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, AWT AIR COMPANY, INC., f/k/a RESEARCH-COTTRELL, INC., was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, AWT AIR COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators, Research-Cottrell dust collectors and precipitators, present at numerous jobsites in South Carolina and North Carolina. AWT AIR COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AWT AIR COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 31. Defendant, BAHNSON, INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 32. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or

asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens

of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

- 34. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps, present at numerous jobsites in South Carolina and North Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 35. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was

authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers, present at numerous jobsites in South Carolina and North Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps, present at numerous jobsites in South Carolina and North Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the

State of South Carolina and North Carolina. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, CATERPILLAR GLOBAL MINING LLC, individually and as successor-in-interest to BUCYRUS INTERNATIONAL f/k/a BUCYRUS-ERIE CO., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, CATERPILLAR GLOBAL MINING LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Bucyrus equipment, present at numerous jobsites in South Carolina and North Carolina. CATERPILLAR GLOBAL MINING LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CATERPILLAR GLOBAL MINING LLC arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **CATERPILLAR INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CATERPILLAR INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Caterpillar equipment, present at numerous jobsites in South Carolina and North Carolina. CATERPILLAR INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CATERPILLAR INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, CHAMPLAIN CABLE CORPORATION, individually and as successor-in-interest to HERCULES, INC. and HAVEG INDUSTRIES, INC., was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, CHAMPLAIN CABLE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Haveg pipes, present at numerous jobsites in South Carolina and North Carolina. CHAMPLAIN CABLE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CHAMPLAIN CABLE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 40. Defendant. **CLARK-RELIANCE** LLC. f/k/a CLARK-RELIANCE CORPORATION and its JERGUSON GAGE & VALVE DIVISION, was and is a Delaware limited liability company with its principal place of business in Ohio. At all times material hereto, CLARK-RELIANCE LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Jerguson boiler gauge glasses, present at numerous jobsites in South Carolina and North Carolina. CLARK-RELIANCE LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLARK-RELIANCE LLC arise out of this Defendant's business activities in the State of South Carolina.
- 41. Defendant, **CLEAVER-BROOKS**, **INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers, present at numerous jobsites in South Carolina and North Carolina. CLEAVER-BROOKS, INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 42. Defendant, **CLYDE UNION INC.**, fk/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps present at numerous jobsites in South Carolina and North Carolina. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 43. Defendant, **CONSOLIDATED ELECTRICAL DISTRIBUTORS**, **INC.**, d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the

State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, procuring and supplying of asbestos-containing materials, including but not limited to insulation materials, gaskets, packing, fireproofing, refractory products and equipment which contained asbestoscontaining specified parts, present at numerous jobsites in South Carolina and North Carolina. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **COOPER CROUSE-HINDS**, **LLC**, was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, COOPER CROUSE-HINDS, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Chico packing and rope packing, present at numerous jobsites in South Carolina and North Carolina. COOPER CROUSE-HINDS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done

and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COOPER CROUSE-HINDS, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 45. Defendant, COPELAND CORPORATION LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Copeland compressors, present at numerous jobsites in South Carolina and North Carolina. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.
- 46. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina, and North

Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **CROSBY VALVE**, **LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves, present at numerous jobsites in South Carolina and North Carolina. CROSBY VALVE, LLC is sued as a Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous throughout southeastern United **DANIEL** jobsites the States. **INTERNATIONAL** CORPORATION sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 49. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 50. Defendant, **DEZURIK, INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do

business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeZurik valves and Vulcan valves, present at numerous jobsites in South Carolina and North Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cutler-Hammer electrical products, present at numerous jobsites in South Carolina and North Carolina. EATON CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury,

occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, ECODYNE CORPORATION, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler cooling towers, present at numerous jobsites in South Carolina and North Carolina. ECODYNE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ECODYNE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 53. Defendant, **ELECTROLUX HOME PRODUCTS, INC.**, individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan valves, present at numerous jobsites in South Carolina and North Carolina. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, EMERSON ELECTRIC CO., individually and as successor-in-interest 54 to COPELAND CORPORATION, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Keystone valves and Copeland compressors, present at numerous jobsites in South Carolina and North Carolina. EMERSON ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

- 55. Defendant, ERICSSON INC., individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ERICSSON INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Anaconda wires, present at numerous jobsites in South Carolina and North Carolina. ERICSSON INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ERICSSON INC. arise out of this Defendant's business activities in the State of South Carolina.
- 56. Defendant, **FERGUSON ENTERPRISES LLC**, was and is a Virginia limited liability company with its principal place of business in Virginia. At all times material hereto, FERGUSON ENTERPRISES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipes, present at numerous jobsites in South Carolina and North Carolina. FERGUSON ENTERPRISES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FERGUSON ENTERPRISES LLC arise out of this Defendant's business activities in the State of South Carolina.

- 57. Defendant, FISHER CONTROLS INTERNATIONAL LLC, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves present at numerous jobsites in South Carolina and North Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.
- 58. Defendant, **FLAME REFRACTORIES, INC.**, was a North Carolina corporation with its principal place of business in Florida. At all times material hereto, FLAME REFRACTORIES, INC. was authorized to do business in the State of South Carolina, and North

Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLAME REFRACTORIES, INC. is sued as a Product Defendant. FLAME REFRACTORIES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Flame Refractories, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLAME REFRACTORIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps and Durco pumps and valves present at numerous jobsites in South

Carolina and North Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Lawrence pumps, Rockwell valves, and Vogt valves, present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

- 61. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. **FLUOR** INTERNATIONAL is sued as a Product Defendant. CONSTRUCTORS FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.
- 62. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing,

insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **FLUOR ENTERPRISES**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South

Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, FMC CORPORATION on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Peerless pumps present at numerous jobsites in South Carolina and North Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, **FORMOSA PLASTICS CORPORATION**, **U.S.A.**, individually and as parent, alter ego, and successor-in-interest to J-M MANUFACTURING COMPANY, INC. successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FORMOSA PLASTICS

CORPORATION, U.S.A. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipes, present at numerous jobsites in South Carolina and North Carolina. FORMOSA PLASTICS CORPORATION, U.S.A. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FORMOSA PLASTICS CORPORATION, U.S.A. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FOSTER WHEELER ENERGY CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers and cooling towers, present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, GARDNER DENVER NASH, LLC, individually and as successor-ininterest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps present at numerous jobsites in South Carolina and North Carolina. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **GENERAL BOILER CASING COMPANY**, **INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the

State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **GENERAL CABLE INDUSTRIES**, **INC.**, individually and as successor-in-interest to CAROL CABLE CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, GENERAL CABLE INDUSTRIES, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Carol wires, present at numerous jobsites in South Carolina and North Carolina. GENERAL CABLE INDUSTRIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL CABLE INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, GENERAL CABLE INDUSTRIES LLC, individually and as successor-in-interest to CAROL CABLE CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, GENERAL CABLE INDUSTRIES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carol wires, present at numerous jobsites in South Carolina and North Carolina. GENERAL CABLE INDUSTRIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL CABLE INDUSTRIES LLC arise out of this Defendant's business activities in the State of South Carolina.

- 72. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina and North Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina Carolina. Plaintiffs' and North claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 73. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric turbines, present at numerous jobsites in South Carolina and North Carolina. GENERAL

ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 74. Defendant, GOODRICH CORPORATION, f/k/a THE B.F. GOODRICH COMPANY, was and is a New York corporation with its principal place of business in North Carolina. At all times material hereto, GOODRICH CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets, present at numerous jobsites in South Carolina and North Carolina. GOODRICH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 75. Defendant, GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC., individually and as successor-in-interest to CHANDLER EVANS CONTROL SYSTEMS DIVISION,

was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Chandler Evans fuel pumps and gaskets, present at numerous jobsites in South Carolina and North Carolina. GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOODRICH PUMP & ENGINE CONTROL SYSTEMS, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has

done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- 77. Defendant, GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina, and North

Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **GREENE TWEED & CO., INC.**, was and is a North Carolina corporation with its principal place of business in Pennsylvania. At all times material hereto, GREENE TWEED & CO., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Greene Tweed packing and Palmetto packing, present at numerous jobsites in South Carolina and North Carolina.

GREENE TWEED & CO.,INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GREENE TWEED & CO.,INC. arise out of this Defendant's business activities in the State of South Carolina.

- 80. Defendant, GRINNELL, LLC d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell boilers, heaters and valves present at numerous jobsites in South Carolina and North Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 81. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA

CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipe, used commonly in water and sewage underground, present at numerous jobsites in South Carolina and North Carolina. HAJOCA CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for

the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Henry Pratt steam valves, present at numerous jobsites in South Carolina and North Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 84. Defendant, **HERCULES LLC**, f/k/a HERCULES INCORPORATED, was and is a Delaware limited liability company with its principal place of business in Delaware. At all times material hereto, HERCULES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Haveg pipes, present at numerous jobsites in South Carolina and North Carolina. HERCULES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HERCULES LLC arise out of this Defendant's business activities in the State of South Carolina.
- 85. Defendant, **HOWDEN NORTH AMERICA, INC.** f/k/a HOWDEN BUFFALO INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans and blowers, present at numerous jobsites in South Carolina and North Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury,

occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 87. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps, present at numerous jobsites in South Carolina and North Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.
- 88. Defendant, **ITT LLC** f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, and McDonnel & Miller valves, present at numerous jobsites in South Carolina and North Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

89. Defendant, J-M MANUFACTURING COMPANY, INC., successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in California. At all times material hereto, J-M MANUFACTURING COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipes, present at numerous jobsites in South Carolina and North Carolina. J-M MANUFACTURING COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J-M

MANUFACTURING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 91. Defendant, **JOHN CRANE, INC.**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, JOHN CRANE, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and packing, present at numerous jobsites in South Carolina and North Carolina. JOHN CRANE, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves present at numerous jobsites in South Carolina and North Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs'

claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 93. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 94. Defendant, NIBCO INC., was and is an Indiana corporation with its principal place of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nibco valves and packing, present at numerous jobsites in South Carolina and North Carolina. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.
- 95. Defendant, **PARAMOUNT GLOBAL** f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New

York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse turbines, present at numerous jobsites in South Carolina and North Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

96. Defendant, PATTERSON PUMP COMPANY, was and is an Ohio corporation with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps, present at numerous jobsites in South Carolina and North Carolina. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

97. Defendant, PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injuries, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 98. Defendant, **PBV INC.** f/k/a INDUSTRY PRODUCTS CO., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, PBV INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets to Copeland compressors, present at numerous jobsites in South Carolina and North Carolina. PBV INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PBV INC. arise out of this Defendant's business activities in the State of South Carolina.
- 99. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant.

PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

100. Defendant, PRESNELL INSULATION CO., INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and

services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 101. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane feed tanks, pumps and valves, and Chempump pumps and valves present at numerous jobsites in South Carolina and North Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers and associated asbestos materials present at numerous jobsites in South Carolina and North Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

103. Defendant, **SEQUOIA VENTURES INC.** f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

- 104. Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves, present at numerous jobsites in South Carolina and North Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 105. Defendant, **SPX CORPORATION**, individually and as successor-in-interest to KINNEY PUMPS, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, SPX CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business

of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kinney pumps, present at numerous jobsites in South Carolina and North Carolina. SPX CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SPX CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of

N. C., Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

108. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 109. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina and North Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.
- Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite packing used on Crane valves and Durabla gaskets present at numerous jobsites in South Carolina and North Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, THE WILLIAM POWELL COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves present at numerous jobsites in South Carolina and North Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

112. Defendant, **UNIROYAL HOLDING, INC.**, f/k/a U. S. RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. was authorized to do business in the State

of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing welding blankets present at numerous jobsites in South Carolina and North Carolina. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, UNITED CONVEYOR CORPORATION, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, present at numerous jobsites in South Carolina and North Carolina. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G.

Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, VALVES AND CONTROLS US, INC., f/k/a WEIR VALVES & 114. CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves at numerous jobsites in South Carolina and North Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 115. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves, present at numerous jobsites in South Carolina and North Carolina. VELAN VALVE CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.

116. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, present at numerous jobsites in South Carolina and North Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as 117. successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestoscontaining materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

118. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina, and North

Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps, present at numerous jobsites in South Carolina and North Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people,

including the Plaintiff Larry G. Sellars, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

120. Defendant, YUBA HEAT TRANSFER LLC, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters, present at numerous jobsites in South Carolina and North Carolina. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Larry G. Sellars' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

- 121. Plaintiffs brings this action for monetary damages as a result of Plaintiff Larry G. Sellars contracting an asbestos-related disease.
- 122. Plaintiff Larry G. Sellars was diagnosed with lung cancer on or about September 5, 2023.
- 123. Plaintiff Larry G. Sellars' lung cancer was caused by his exposure to asbestos during the course of his employment.
- 124. During his work history, Plaintiff Larry G. Sellars was exposed to Defendants' asbestos-containing products through his work as a Welder, Welder helper, Master Maintenance Technician, Senior Technical Specialist III and a Maintenance Supervisor for various employers from approximately the early 1960s to late 1990s, at various industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff worked as a welder fabricating different types of metal products using welding machines and welding rods when stick welding. Plaintiff also assisted with maintenance repairs throughout the facilities where he worked which included, but was not limited to, welding repairs, welding pipe, structural steel, pipe racks, circuit breaker racks, hangers, platforms for equipment, plates and catch-offs for insulation, welded heavy plate vessels associated with the precipitator systems and water supply lines. He repaired and replaced boilers, boiler tubes, casing and insulation. Plaintiff also replaced valves, valve stem packing, valve flange gaskets, bearings and gaskets throughout the facilities where he worked, including the cooling tower pumps on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 125. During his work history, Plaintiff Larry G. Sellars was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestoscontaining pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 126. Plaintiff Larry G. Sellars was exposed to Defendants' asbestos-containing products through his work as a welder and welder helper for South Carolina Steel Corp. from approximately the early 1960s to mid 1960s at their locations in South Carolina.
- 127. Plaintiff Larry G. Sellars was exposed to Defendants' asbestos-containing products through his work as a Welder, Maintenance Supervisor, Master Maintenance Technician, Senior Technical Specialist III for Duke Energy nuclear plants from approximately the mid 1960s to late 1990s, at various locations, including but not limited to the following:
 - W.S. Lee Steam Station Pelzer, SC
 - G. G. Allen Steam Station Belton, NC
 - Cliffside Steam Station Mooresboro, NC
 - Marshall Steam Station Terrell, NC
 - Riverbend Steam Station Mount Holly, NC
- 128. During the course of Plaintiff Larry G. Sellars' employment at the location(s) mentioned above, during other occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 129. Plaintiff Larry G. Sellars' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial

factor in causing Plaintiff Larry G. Sellars' lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

- 130. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 131. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 132. As a direct and proximate result of the conduct as alleged within, Plaintiff Larry G. Sellars suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 133. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Larry G. Sellars has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Larry G. Sellars' medical treatment is ascertained.
- 134. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

Plaintiffs incorporates herein by reference, as though fully set forth herein, each

and every paragraph of the General Allegations above.

At all times herein mentioned, each of the named Defendants was an entity and/or 136.

the successor, successor in business, successor in product line or a portion thereof, assign,

predecessor, predecessor in business, predecessor in product line or a portion thereof, parent,

subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities,"

engaged in the business of researching, studying, manufacturing, fabricating, designing,

modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale,

supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,

marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain

product, namely asbestos, other products containing asbestos, and products manufactured for

foreseeable use with asbestos products.

At all times herein mentioned, Defendants, and/or their "alternate entities"

singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,

modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn

of the health hazards, failed to provide adequate use instructions for eliminating the health risks

inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale,

supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,

warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely

asbestos, other products containing asbestos, and products manufactured for foreseeable use with

asbestos products, in that said products caused personal injuries to Plaintiff Larry G. Sellars and

others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

- 138. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Larry G. Sellars' lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Larry G. Sellars. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.
- 139. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other

applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Larry G. Sellars would use or be in proximity to and exposed to said asbestos fibers.

- 140. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Larry G. Sellars, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 141. Plaintiff Larry G. Sellars, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 142. Plaintiff Larry G. Sellars suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Larry G. Sellars were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 143. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Larry G. Sellars' injuries, and all damages thereby sustained by Plaintiff Larry G. Sellars. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

- 144. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Larry G. Sellars and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Larry G. Sellars and others similarly situated.
- 145. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 146. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestoscontaining products, had no knowledge or information indicating that asbestos, asbestoscontaining products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-

containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

- 147. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Larry G. Sellars.
- 148. Plaintiff Larry G. Sellars and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Larry G. Sellars, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 149. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full

knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

150. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

151. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

152. Plaintiff Larry G. Sellars suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Larry G. Sellars was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

153. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Larry G. Sellars' injuries, and the injuries and damages thereby sustained by Plaintiff.

154. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Larry G. Sellars, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Larry G. Sellars, and others similarly situated.

- 155. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Larry G. Sellars, would use or be in proximity to and exposed to said asbestos fibers.
- 156. Plaintiff Larry G. Sellars, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 157. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 158. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing

products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Larry G. Sellars' lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 159. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Larry G. Sellars herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 160. Plaintiff Larry G. Sellars and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Larry G. Sellars, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Larry G. Sellars and others similarly situated were exposed.

- 161. Defendants' defective products as described above were a direct cause of Plaintiff Larry G. Sellars' injuries, and the damages thereby sustained.
- 162. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Larry G. Sellars, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume,

and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

- 164. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Larry G. Sellars and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 165. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 166. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 167. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product

line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION (Vicarious Liability of Defendants Based upon Respondent Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondeat Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 168. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 169. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Larry G. Sellars worked and/or spent time as alleged above.
- 170. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Larry G. Sellars was exposed.
- 171. Employees handling and disturbing asbestos-containing products in Plaintiff Larry G. Sellars' vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a)

the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 172. Employees handling and disturbing asbestos-containing products in Plaintiff Larry G. Sellars', Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 173. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 174. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Larry G. Sellars, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Larry G. Sellars.
- 175. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 176. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Larry G. Sellars.
- 177. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos

fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Larry G. Sellars that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 178. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Larry G. Sellars.
- 179. Defendants' employees owed Plaintiff Larry G. Sellars a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 180. Defendants' employees breached this duty of care as described above.
- 181. At all times mentioned, Plaintiff Larry G. Sellars was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 182. As a direct result of the Defendants' employees conduct, Plaintiff Larry G. Sellars' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Larry G. Sellars and the damages and injuries as complained of herein by Plaintiffs.
- 183. The risks herein alleged and the resultant damages suffered by the Plaintiff Larry G. Sellars were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint,

which, on the basis of past experience, involved harm to others as shown through the torts of employees.

184. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Larry G. Sellars.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 172. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 173. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Larry G. Sellars worked and/or spent time.
- 174. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 175. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Larry G. Sellars, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Larry G. Sellars would be exposed to dangerous asbestos dust beyond the present.

- 176. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons, including Plaintiff.
- 177. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Larry G. Sellars, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 178. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Larry G. Sellars was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 179. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Larry G. Sellars, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.

- 180. At all times herein mentioned, Plaintiff Larry G. Sellars was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 181. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 182. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Larry G. Sellars, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 183. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 184. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

185. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Larry G. Sellars, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.

186. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Larry G. Sellars became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Larry G. Sellars to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

(Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 187. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 188. The actions of Defendants also constituted negligence *per se*.
- 189. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Larry G. Sellars Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

190. The negligence *per se* of Defendants was a proximate cause of Plaintiff Larry G. Sellars' injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants

and Allege as Follows:

the preceding paragraphs.

- 191. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of
- 192. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Larry G. Sellars of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff and others in their vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

193. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Larry G. Sellars suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 194. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 195. Design Defendants owed Plaintiff Larry G. Sellars a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 196. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.

- (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
- (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
- (f) By such other failures as will be proved at trial.

197. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Larry G. Sellars suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 200. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into

the atmosphere where Plaintiff Larry G. Sellars carried out his duties and was inhaled by Plaintiff Larry G. Sellars.

201. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Larry G. Sellars were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Larry G. Sellars consequently developed lung cancer, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 202. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 203. That during, before and after Plaintiff Larry G. Sellars' exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Larry G. Sellars in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Larry G. Sellars. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 204. The foregoing representations were material conditions precedent to Plaintiff Larry G. Sellars' continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Larry G. Sellars act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Larry G. Sellars was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

205. As a direct and proximate result Plaintiff Larry G. Sellars' reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

- 206. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 207. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 208. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 209. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of

profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

- 210. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Larry G. Sellars was exposed to and breathed asbestos dust which resulted in Plaintiff Larry G. Sellars' injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.
- 211. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Larry G. Sellars was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Larry G. Sellars' illness.
- 212. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 213. Plaintiff Larry G. Sellars unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.

- 214. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Larry G. Sellars from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 215. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Larry G. Sellars.
- 216. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Larry G. Sellars was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff, his co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Larry G. Sellars of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 217. During the relevant time period the Plaintiff Larry G. Sellars was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 218. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action

to inflict injury on the Plaintiff Larry G. Sellars, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from

- disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Larry G. Sellars.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville

and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Larry G. Sellars to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 219. Plaintiff Larry G. Sellars reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.
- 220. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Larry G. Sellars was deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed

to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR AN ELEVENTH CAUSE OF ACTION (Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Glenda K. Sellars Complains of Defendants, and Alleges as Follows:

- 221. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.
- 222. Plaintiffs Larry G. Sellars and Glenda K. Sellars were married on February 14, 1964 and at all times relevant to this action were husband and wife.
- 223. Prior to his injuries as alleged, Plaintiff Larry G. Sellars was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Larry G. Sellars has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Glenda K. Sellars was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 224. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Larry G. Sellars as set forth herein, Plaintiff's spouse and co-Plaintiff Glenda K. Sellars suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiffs pray judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

April 8, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
SARA J. PATTERSON and LOUIS R. PATTERSON,) C/A NO. 2024-CP-40
Plaintiffs, v. 4520 CORP., INC.)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket
A.O. SMITH CORPORATION A.W. CHESTERTON COMPANY) Living Mesothelioma)
AIR & LIQUID SYSTEMS CORPORATIO AMENTUM ENVIRONMENT & ENERGY INC.	SUMMONS
ANCHOR/DARLING VALVE COMPANY)
ARKEMA INC.)
BAHNSON, INC.))
BEATY INVESTMENTS, INC.))
BECHTEL CORPORATION))
BW/IP INC.))
CANVAS CT, LLC))
CLEAVER-BROOKS, INC.))
CLYDE UNION INC.))
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.))
COPELAND CORPORATION LLC)
COPES-VULCAN, INC.)

COVIL CORPORATION)
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS, INC.
DELHAIZE AMERICA, LLC
DEZURIK, INC.
DUKE ENERGY CAROLINAS, LLC
DUKE ENERGY CORPORATION
ELECTROLUX HOME PRODUCTS, INC.
EMERSON ELECTRIC CO.
FERGUSON ENTERPRISES LLC
FISHER CONTROLS INTERNATIONAL LLC
)
FISONS CORPORATION)
)
FISONS CORPORATION)
FLOWSERVE US INC. FLUOR CONSTRUCTORS
FLOWSERVE US INC. FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS O FLUOR CONSTRUCTORS O FLUOR CONSTRUCTORS O O O O O O O O O O O O O
FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS INTERNATIONAL, INC. FLUOR DANIEL SERVICES
FISONS CORPORATION FLOWSERVE US INC. FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS INTERNATIONAL, INC. FLUOR DANIEL SERVICES CORPORATION)
FISONS CORPORATION FLOWSERVE US INC. FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS INTERNATIONAL, INC. FLUOR DANIEL SERVICES CORPORATION FLUOR ENTERPRISES, INC.

FOSTER WHEELER ENERGY CORPORATION
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION
GENERAL ELECTRIC COMPANY
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.
GRINNELL LLC
HAJOCA CORPORATION
HALEON US INC.
HEAT & FROST INSULATION COMPANY, INC.
HENRY PRATT COMPANY, LLC
HOWDEN NORTH AMERICA INC.
HPC INDUSTRIAL SERVICES, LLC
IMO INDUSTRIES INC.
INDUSTRIAL HOLDINGS) CORPORATION)
INGLES MARKETS, INCORPORATED
J-M MANUFACTURING COMPANY, INC.
J. & L. INSULATION, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN CRANE INC.
JOHNSON & JOHNSON)

JOHNSON & JOHNSON HOLDCO (NA) INC.
JOHNSON CONTROLS, INC.
K-MAC SERVICES INC.
KMAC OF THE CAROLINAS, INC.
KENVUE INC.
LLT MANAGEMENT LLC
LTL MANAGEMENT LLC
METROPOLITAN LIFE INSURANCE COMPANY
MILLIKEN & COMPANY
NIBCO INC.
PARAMOUNT GLOBAL
PAYNE & KELLER COMPANY
PBV INC.
PIEDMONT INSULATION, INC.
PPG INDUSTRIES, INC.
PRESNELL INSULATON CO., INC.
REDCO CORPORATION
RILEY POWER INC.
RUST ENGINEERING & CONSTRUCTION) INC.
RUST INTERNATIONAL INC.
SANOFI-AVENTIS U.S. LLC
SEQUOIA VENTURES INC.

SPIRAX SARCO, INC.))
STANDARD INSULATION COMPANY OF N. C., INC.)))
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STERLING FLUID SYSTEMS (USA) LLC)
SUPERIOR BOILER WORKS, LLC))
THE GOODYEAR TIRE & RUBBER COMPANY)))
UNION CARBIDE CORPORATION)
VISTRA INTERMEDIATE COMPANY LLC)))
WALGREEN CO.)
WALMART INC.)
WIND UP, LTD.)
WINN-DIXIE STORES, INC.)
YUBA HEAT TRANSFER LLC)
Defendants.))

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service

hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

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and

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ATTORNEYS FOR PLAINTIFFS

April 11, 2024 Columbia, South Carolina.

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
SARA J. PATTERSON and LOUIS R. PATTERSON,) C/A NO. 2024-CP-40
Plaintiffs, v. 4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A.O. SMITH CORPORATION) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)) Living Mesothelioma)
A.W. CHESTERTON COMPANY) <u>COMPLAINT</u>
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC. AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC. ANCHOR/DARLING VALVE COMPANY))) (Jury Trial Demanded))))))))))))))
ARKEMA INC. f/k/a PENNWALT CORPORATION)))
BAHNSON, INC.))
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)))
BECHTEL CORPORATION))
BW/IP INC. and its wholly-owned subsidiaries))
CANVAS CT, LLC))

MARLEY COOLING TOWER COMPANY)
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER-BROOKS DIVISION))))
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)))
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY	, , , , , , , , ,
COPELAND CORPORATION LLC)
COPES-VULCAN, INC.)
COVIL CORPORATION)
DANIEL INTERNATIONAL CORPORATION))
DAVIS MECHANICAL CONTRACTORS, INC.))
DELHAIZE AMERICA, LLC f/k/a FOOD LION INC.))
)
DEZURIK, INC.)
DEZURIK, INC. DUKE ENERGY CAROLINAS, LLC f/k/a DUKE ENERGY CORPORATION)))
DUKE ENERGY CAROLINAS, LLC	0000000
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DUKE ENERGY CAROLINAS, LLC f/k/a DUKE ENERGY CORPORATION DUKE ENERGY CORPORATION individually and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY ELECTROLUX HOME PRODUCTS, INC. individually and as successor-in-interest to	

individually and as successor-in-interest to COPELAND CORPORATION
FERGUSON ENTERPRISES LLC
FISHER CONTROLS INTERNATIONAL LLC
FISONS CORPORATION
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION on behalf of its former Peerless Pump business)
FOOD LION, LLC
FORMOSA PLASTICS CORPORATION, U.S.A., individually and as parent, alter ego, and successor-in-interest to J-M MANUFACTURING COMPANY, INC successor-in-interest to J-M A/C PIPE CORPORATION
FOSTER WHEELER ENERGY CORPORATION
GENERAL BOILER CASING COMPANY, INC.
GENERAL DYNAMICS CORPORATION)

individually, as alter ego and as successor-in-)
interest to ASBESTOS CORPORATION)
LIMITED and ATLAS TURNER INC.)
)
GENERAL ELECTRIC COMPANY)
)
GOULDS PUMPS, INCORPORATED	í
GOCLES I CHIES, INCOM CHILLE)
GOULDS PUMPS LLC)
)
f/k/a GOULDS PUMPS INC.)
)
GREAT BARRIER INSULATION CO.)
)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION)
)
HAJOCA CORPORATION	í
)
HALEON US INC.)
)
f/k/a GSK CONSUMER HEALTH INC.,)
individually and as successor-in-interest to)
NOVARTIS CONSUMER HEALTH INC.,)
CIBA-GEIGY CORPORATION and CIBA)
SELF-MEDICATION, INC.)
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HEAT & FROST INSULATION)
COMPANY, INC.)
COMI ANT, INC.)
HENDY DDATE COMDANY I I C)
HENRY PRATT COMPANY, LLC)
d/b/a HENRY PRATT COMPANY)
)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO, INC.,)
individually and as successor-in-interest to)
BUFFALO FORGE COMPANY)
	,)
HPC INDUSTRIAL SERVICES, LLC)
f/k/a CLEAN HARBORS INDUSTRIAL)
)
SERVICES INC. solely in its capacity as the)
successor-by-merger and name change to)
BRAND INSULATIONS, INC.)
)
IMO INDUSTRIES INC.)
)
INDUSTRIAL HOLDINGS	í
CORPORATION))
f/k/a THE CARRORLINDIA COMPANY) \

INGLES MARKETS, INCORPORATED)
J-M MANUFACTURING COMPANY, INC. individually and as successor-in-interest to J-M A/C PIPE CORPORATION
J. & L. INSULATION, INC.
JANSSEN PHARMACEUTICALS, INC. individually and as successor-in-interest to Johnson & Johnson subsidiaries named JOHNSON & JOHNSON CONSUMER INC., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI"
JOHN CRANE INC.
JOHNSON & JOHNSON
JOHNSON & JOHNSON HOLDCO (NA) INC. f/k/a JOHNSON & JOHNSON CONSUMER INC., individually and as successor-in-interest to Johnson & Johnson subsidiary "Old JJCI" JOHNSON CONTROLS, INC.
K-MAC SERVICES INC.
KMAC OF THE CAROLINAS, INC.
KENVUE INC. individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC.
LLT MANAGEMENT LLC f/k/a LTL MANAGEMENT LLC)
LTL MANAGEMENT LLC
METROPOLITAN LIFE INSURANCE COMPANY
MILLIKEN & COMPANY

NIBCO INC.)
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION	
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)
PBV INC. f/k/a INDUSTRY PRODUCTS CO.)
PIEDMONT INSULATION, INC.)
PPG INDUSTRIES, INC.)
PRESNELL INSULATON CO., INC.)
REDCO CORPORATION f/k/a CRANE CO.)
RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION))))
RUST ENGINEERING & CONSTRUCTION)
INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.))))
RUST INTERNATIONAL INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.)))))
SANOFI-AVENTIS U.S. LLC individually and as successor-in-interest to FISONS CORPORATION))))
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)

)
SPIRAX SARCO, INC.)
STANDARD INSULATION COMPANY OF N. C., INC.)))
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STERLING FLUID SYSTEMS (USA) LLC)
SUPERIOR BOILER WORKS, LLC)
THE GOODYEAR TIRE & RUBBER COMPANY)))
UNION CARBIDE CORPORATION)
VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC.)))
WALGREEN CO.)
WALMART INC.)
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.))))
WINN-DIXIE STORES, INC. a subsidiary of BI-LO a subsidiary of SOUTHEASTERN GROCERS, INC.)))
YUBA HEAT TRANSFER LLC)
Defendants.)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, SARA J. PATTERSON and LOUIS R. PATTERSON (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Sara J. Patterson has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers unknowingly carried home on her father's, her husband's and her son's person and clothing; and through her personal use of cosmetic talc products where asbestos-containing talc was a constituent ingredient throughout her life.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State:
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is

amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Sara J. Patterson's father Ronald W. Lankford, her husband Louis R. Patterson and with her son Timothy W. Patterson, experienced occupational exposure as a result of working with asbestos and/or asbestos-containing products, materials, or equipment in their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.

- (b) the Premises Defendants invited the Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son on to Defendants' premises to perform insulation work for Defendants' benefit. Plaintiff Sara J. Patterson's father, her husband and her son were invitees who had express permission to enter Defendants premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Sara J. Patterson's mesothelioma.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son in South Carolina and North Carolina for

Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son and others to cross state lines to work on Defendant's premises.

- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and who's substantial and/or systematic business in South Carolina exposed Plaintiff Sara J. Patterson to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. Plaintiff Sara J. Patterson was exposed to asbestos throughout her life while living in the same household with her father Ronald W. Lankford, her husband Louis R. Patterson and with her son Timothy W. Patterson, who unknowingly brought asbestos dust and fibers home from work on their clothes, vehicles, person, and from the asbestos dust and fibers being distributed and re-entrained in the family home.
- 15. Plaintiff Sara J. Patterson was further exposed to asbestos and/or asbestos-containing cosmetic talc through her personal use, her daily use on her five children and her family's use around Plaintiff Sara J. Patterson of a variety of asbestos-containing talc-based products including, but not limited to, Johnson and Johnson Baby Powder and Desenex foot powder ("Powder Products") from approximately the early 1950s to present. Plaintiffs bought

some of these products directly from and/or through Food Lion, Ingles Market, Walgreens, Walmart, and Winn-Dixie.

- 16. These asbestos-containing talc products were designed, advertised, marketed, and sold as being appropriate for use in the ordinary course by Defendants identified above. It was foreseeable Defendants' asbestos-containing talc, as well as asbestos-containing products manufactured and distributed with the asbestos talc, such as makeup and body products would be sold for personal use by individuals like Plaintiff Sara J. Patterson and her family. Plaintiff Sara J. Patterson was thereby exposed to Defendants' asbestos-containing talc body products from the State of South Carolina and other states at times relevant to this action.
- 17. Plaintiffs also claim exposure from the Defendant talc suppliers, miners, and millers that provided asbestos-containing talc as a constituent ingredient to the manufacturers of the Powder Products used by Plaintiffs.
- 18. Plaintiff Sara J. Patterson suffered personal injuries as a proximate result of her regular and prolonged use of, inhalation, ingestion, absorption, and exposure to a variety of asbestos-containing products¹ where asbestos-containing talc was a constituent ingredient.
- 19. Plaintiff Sara J. Patterson's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Sara J. Patterson's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 20. Plaintiff Sara J. Patterson, Plaintiff's father nor Plaintiff's family were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or

¹ As used throughout this complaint, the term "asbestos" shall be interpreted in the broadest sense and included, without limitation, non-regulated and non-commercial forms of asbestos (including non-fibrous asbestos), cleavage fragments, and transition/transitional fibers, without limitation as to fiber size, dimension, or ratio.

disease or the hazards associated with bringing home asbestos dust and fibers on one's clothing and person.

21. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiff's remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC., and IMPAC, INC.
ARKEMA INC.	PENNWALT CORPORATION
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY

DEFENDANT	ALTERNATE ENTITY
CLEAVER-BROOKS, INC.	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC.	UNION PUMP COMPANY
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
DELHAIZE AMERICA, LLC.	FOOD LION INC.
DUKE ENERGY CAROLINAS, LLC	DUKE ENERGY CORPORATION
DUKE ENERGY CORPORATION	MP SUPPLY, INC. and MILL POWER SUPPLY COMPANY
ELECTROLUX HOME PRODUCTS, INC.	COPES-VULCAN
EMERSON ELECTRIC CO.	COPELAND CORPORATION
FLOWSERVE US INC.	EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP
FORMOSA PLASTICS CORPORATION, U.S.A.	J-M MANUFACTURING COMPANY, INC. and J-M A/C PIPE CORPORATION
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GOULDS PUMPS LLC	GOULDS PUMPS INC.

DEFENDANT	ALTERNATE ENTITY
GRINNELL LLC	GRINNELL CORPORATION
HALEON US INC.	GSK CONSUMER HEALTH INC., NOVARTIS CONSUMER HEALTH INC., CIBA-GEIGY CORPORATION and CIBA SELF-MEDICATION, INC.
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC. and BUFFALO FORGE COMPANY
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY
J-M MANUFACTURING COMPANY, INC.	J-M A/C PIPE CORPORATION
JANSSEN PHARMACEUTICALS, INC.	JOHNSON & JOHNSON CONSUMER INC.
JOHNSON & JOHNSON HOLDCO (NA) INC.	JOHNSON & JOHNSON CONSUMER INC.
KENVUE INC.	JOHNSON & JOHNSON CONSUMER INC.
LLT MANAGEMENT LLC	LTL MANAGEMENT LLC and JOHNSON & JOHNSON CONSUMER INC.
LTL MANAGEMENT LLC	JOHNSON & JOHNSON CONSUMER INC.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION

DEFENDANT	ALTERNATE ENTITY
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PBV INC.	INDUSTRY PRODUCTS CO.
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SANOFI-AVENTIS U.S. LLC	FISONS CORPORATION
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
WINN-DIXIE STORES, INC.	BI-LO and SOUTHEASTERN GROCERS, INC.

22. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in

the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

- 23. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 24. As a direct and proximate result of the conduct as alleged within, Plaintiff Sara J. Patterson suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.
- 25. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Sara J. Patterson incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Sara J. Patterson's medical treatment is ascertained.
- 26. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Sara J. Patterson incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

ALLEGATIONS APPLICABLE TO ALL TALC DEFENDANTS

- 27. Talc Defendants, as identified herein, sold talc and/or talc-containing products to which Plaintiff Sara J. Patterson was exposed.
- 28. Each Talc Defendant knew, or should have known through the exercise of reasonable care, of the association of talc with asbestos.
- 29. Consequently, each Talc Defendant was on notice that (a) its talc and/or talc-containing product(s) were likely to contain asbestos and (b) needed to regularly monitor its talc sources and products for asbestos content through the use of adequately sensitive/powerful methods.
- 30. Since 1898, mineralogy treatises recognized that asbestos is associated with, and often occurs as an accessory mineral to, talc. In 1898, Edward Dana's influential "Text-Book of Mineralogy" stated that "talc ... is often associated with serpentine ... and frequently contains crystals of ... asbestos, actinolite ..." Mineralogy and geology texts frequently and consistently reported this association throughout the twentieth century.
- 31. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew the talc in their products contained asbestos. At the very least, each Talc Defendant should have known of the presence of asbestos in their products if they exercised reasonable care, including monitoring and testing their talc sources and products.
- 32. The talc and/or talc-containing products, used by Plaintiff Sara J. Patterson and/or Plaintiff's family members, sold, manufactured marketed, and/or distributed by Talc Defendants, contained tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos:
 - (a) Talc sourced from the Fontane mine in Val Chisone, Italy (*e.g.*, Talc 1615, Supra) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.

- (b) Talc sourced from southern Vermont talc mines, such as the Hammondsville, Argonaut and Hamm mines (*e.g.*, Windsor 66, Vertal C-O) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- (c) Talc sourced from southwest Montana talc mines, including the Treasure, Regal, Beaverhead and Yellowstone mines, (*e.g.*, Talc 399, Talc 1745, Talc 2755, MP 50-30, MP 60-30, Olympic, Supreme) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- (d) Talc sourced from the Guangxi and Liaoning regions in China (*e.g.*, Grade 25, Supra H) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- (e) Talc from the Nancy Jordan mine in Murphy, North Carolina (*e.g.*, Talc 1, Talc 643, Talc 2450) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- 33. Before and during the time Talc Defendants sold the talc and/or talc-containing products to which Plaintiff Sara J. Patterson was exposed, each Talc Defendant knew, or should have known through the exercise of reasonable care, of publicly-available scientific literature and other information reporting asbestos minerals, fibrous tremolite/actinolite and/or asbestos in talc, including talc from Val Chisone, Italy (*e.g.*, the Fontane mine), southern Vermont (*e.g.*, Hammondsville, Argonaut and Hamm mines), southwest Montana (*e.g.*, Treasure, Regal, Beaverhead and Yellowstone mines) and China (*e.g.*, Guangxi and Liaoning regions).
- 34. Before and during the time Talc Defendants sold talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of information and test results reporting asbestos minerals, fibrous tremolite/actinolite and/or asbestos in talc, including talc sourced from Val Chisone, Italy (*e.g.*, the Fontane mine), southern Vermont (*e.g.*, Hammondsville, Argonaut and Hamm mines), southwest Montana (*e.g.*, Treasure, Regal, Beaverhead and Yellowstone mines) and China (*e.g.*, Guangxi and Liaoning regions).

- 35. The ordinary, foreseeable and/or intended uses of the talc-containing consumer products Plaintiff used include, but are not limited to, (a) shaking talc powder out of bottles for various applications to the body, (b) scraping a brush across a compacted powder and/or (c) applying a brush or "poof" to a loose powder product and then to the body or face. Such application methods inevitably result in airborne powder that enter the user's breathing zone and the surrounding area.
- 36. Throughout the time Talc Defendants sold the talc and talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew and intended that end users would use their products (and/or finished talcum powder products) in the above-identified ways. Consequently, as each Talc Defendant knew, if such talc contains asbestos fibers, the ordinary, foreseeable and/or intended uses of finished talcum powder products results in airborne asbestos fibers that users inevitably inhale.
- 37. Because Talc Defendants knew, or should have known in the exercise of reasonable care, their talc-containing products contained asbestos, each Talc Defendant knew the intended uses of their products cause the release of significant concentrations of airborne asbestos fibers that users breathe during ordinary use.
- 38. Inhalation of all asbestos types in all forms, including from asbestos-containing talc, can and does cause mesothelioma.
- 39. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that breathing asbestos fibers can and does cause fatal diseases, including mesothelioma.

- 40. Throughout the time Talc Defendants sold talc and talc-containing products Plaintiff Sara J. Patterson was exposed to, the hazards of asbestos were knowable and known in the scientific community:
 - (a) The capacity for asbestos to cause disease was first reported in the scientific literature in the 1890s.
 - (b) By the 1920s and 1930s, it was widely known in the scientific literature and generally accepted in the scientific community that asbestos exposure can cause asbestosis.
 - (c) In the 1940s, it was first reported that asbestos exposure can cause mesothelioma.
 - (d) By the early 1960s, it was widely known in the scientific literature that asbestos can cause mesothelioma.
 - (e) Numerous trade organizations, including organizations which the Talc Defendants were members of and participated in, regularly distributed information about the health hazards of exposure to asbestos.
 - (f) Throughout the 1930s to 1960s, numerous state governments and the federal government enacted regulations of asbestos in the workplace. Such regulations included exposure limits and making asbestos-related disease compensable under workers' compensation statutory schemes.
- 41. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that relatively low cumulative doses of exposure to asbestos, including from inhaling asbestos-containing talc, can and does cause mesothelioma. Such information was known, knowable and publicly available:
 - (a) In the 1930s and 1940s, the scientific literature reported that threshold limit values do not protect against the development of cancers and it was generally accepted by the early 1970s.
 - (b) Throughout the 1960s and 1970s, publicly-available scientific literature reported that mesothelioma can be caused by contact with the asbestosladen clothing of family members.

- (c) By the 1970s, the scientific community generally accepted that relatively low, brief or intermittent exposures to asbestos can cause mesothelioma.
- 42. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that ordinary end users like Plaintiff Sara J. Patterson (a) did not know that they were being exposed to asbestos from the use of their talc products and (b) asbestos is a carcinogenic substance that can cause fatal diseases, including mesothelioma.
- 43. Each Talc Defendant knew their products required asbestos labels and warnings about the danger of exposure to their asbestos-containing products.
- 44. Each Talc Defendant failed to place any labels, cautions or warnings on the talc and/or talc-containing products they marketed, sold, distributed or otherwise placed into the stream of commerce, that their product(s) contained asbestos fibers and can cause fatal diseases such as mesothelioma.
- 45. Each Talc Defendant failed to disclose the information known, received and/or available to them about the asbestos mineral content, fibrous tremolite/actinolite content, asbestos content and/or health dangers (*i.e.*, cancer, mesothelioma) from exposure to their products.
- 46. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of cornstarch as a substitute for talc and (b) failed to develop, implement, replace and/or promote (in an expeditious manner) products using a safer alternative or substitute.
- 47. Each Talc Defendant's negligent acts and/or omissions regarding asbestos testing included, but are not limited to, (a) failing to begin testing their products for the presence of

asbestos until too late, (b) failing to test using adequately sensitive/powerful preparation techniques and/or test methods intended to detect asbestos if present, (c) failing to test with enough frequency to reasonably monitor their products' asbestos content and (d) applying false (or knowingly false) criteria for determining and reporting the presence of asbestos.

- 48. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Sara J. Patterson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of preparation techniques (*e.g.*, heavy liquid density preconcentration techniques) and tools (*e.g.*, transmission electron microscopy ["TEM"]) capable of detecting asbestos at relatively low bulk concentrations. Despite such knowledge, Talc Defendants chose not to use them and therefore knowingly ignored, tolerated and accepted the presence of asbestos in their products.
- 49. Instead of using more sensitive/powerful preparation techniques and tools Talc Defendants knew or should have known about, each Talc Defendant knowingly devised schemes to (a) use methods that could not detect asbestos below certain bulk concentrations and, when not detected, (b) falsely equate a "non-detect" result with a "not present" or negative result.
- 50. Based on "non-detect" results obtained from insensitive tools incapable of detecting asbestos below certain bulk concentrations, the Talc Defendants then knowingly mislead legislators, regulators and the public by presenting the results as "asbestos-free."

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC., KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT LLC, and LLT MANAGEMENT LLC (APPLICABLE TO ALL CLAIMS FOR RELIEF)

51. From the 1890s to December 1978, Defendant Johnson & Johnson alone designed, manufactured, marketed, distributed, and sold talc-containing Johnson's Baby Powder in the

United States, including in South Carolina, where Plaintiff Sara J. Patterson was exposed to their products:

- (a) Johnson & Johnson was incorporated in 1887 and began selling Johnson's ® Baby Powder in 1894, launching its baby care line of products.
- (b) In September 1965, Johnson & Johnson's wholly-owned subsidiary Docrom, Inc., was incorporated in Vermont for the purpose of acquiring Eastern Magnesia Talc Co., Inc.
- (c) Immediately thereafter, Docrom changed its name to Eastern Magnesia Talc Co. and then in September 1967, to Windsor Minerals, Inc.
- (d) Throughout late 1967 to about January 1989, Johnson & Johnson's subsidiary Windsor Minerals, Inc. mined and processed Vermont talc (including from the Hammondsville, Argonaut, Rainbow and Hamm mines) that was incorporated into Johnson's Baby Powder.
- (e) In 1972, Johnson & Johnson established a formal operating division for its baby products business. Johnson & Johnson transferred all its assets and liabilities associated with the baby products division to Johnson & Johnson Baby Products.
- (f) Johnson & Johnson Baby Products remained an operating division (rather than a separate or independent subsidiary) through at least December 1978.
- 52. From at least January 1979 through October 2021, "Old JJCI" designed, manufactured, marketed, distributed, and sold talc-containing Johnson's Baby Powder, including in South Carolina, and other states at times relevant to this action, where Plaintiffs purchased and used their products:
 - (a) In about January 1979, Johnson & Johnson transferred the assets associated with its baby products division to Johnson & Johnson Baby Products.
 - (b) In 1981, Johnson & Johnson Baby Products transferred all its assets, except those assets allocated to its diaper programs, to Omni Education Corporation ("Omni"), a wholly owned subsidiary of Johnson & Johnson Baby Products. In turn, Omni assumed all liabilities of Johnson & Johnson Baby Products except those liabilities related to its diaper program.
 - (c) Immediately following the transaction, Johnson & Johnson Baby Products merged into another subsidiary of Johnson & Johnson and was renamed Personal Products Company, and Omni changed its name to Johnson & Johnson Baby Products Company.

- (d) In 1988, Johnson & Johnson Baby Products Company transferred all its assets for its baby products business to Johnson & Johnson Dental Products Company, which assumed all of its liabilities and was renamed Johnson & Johnson Consumer Products, Inc.
- (e) In 1997, Johnson & Johnson Consumer Products, Inc. changed its name to Johnson & Johnson Consumer Companies, Inc.
- (f) In 2015, J&J Consumer Companies merged with and into an affiliate, which then merged into McNeil-PPC, Inc. The resulting entity was renamed Johnson & Johnson Consumer Inc. (including all former names and historical forms from at least 1979 to October 2021, "Old JJCI"). Johnson & Johnson was the parent of subsidiary Old JJCI.
- 53. Johnson & Johnson (the parent) holds responsibility (along with Old JJCI and the New J&J Defendants) for Johnson's Baby Powder at all times of its manufacture.
- 54. Johnson & Johnson is directly liable for its own wrongful conduct after January 1979, as described below and throughout this Complaint.
- 55. Johnson & Johnson and Old JJCI intermingled and disregarded their separate corporate status.
- 56. Johnson & Johnson exercised pervasive control over Old JJCI pertaining to the composition, testing, safety and labeling of, and public relations regarding, their talc-containing products, resulting in the continued sale of asbestos-containing Johnson's Baby Powder without warnings and Plaintiff's exposure (and injuries) therefrom:
 - (a) Johnson & Johnson (*not* Old JJCI) owned the Vermont talc mines that sourced Johnson's Baby Powder and other products.
 - (b) In 1967-1989, Johnson & Johnson exercised control over all key decisions in WMI's operations. As examples, it required WMI to submit approval for ore sources and report directly regarding testing of its ore for asbestos.
 - (c) In January 1989, Johnson & Johnson (*not* Old JJCI) (a) sold the talc mines to Cyprus Mines Corp. ("CMC"), (b) entered a supply agreement, (c) enforced strict quality control over CMC and (d) agreed to indemnify CMC for any liabilities arising from the sale or use of such talc.
 - (d) Johnson & Johnson sold WMI in 1989 and assumed WMI's liabilities.

- (e) During and after January 1979, Johnson & Johnson (the parent) remained actively involved in, and exercised control over, the manufacturing process of Johnson's Baby Powder. Johnson & Johnson oversaw, and was regularly copied on routine correspondence regarding, talc processing, packaging and quality control of the talc in Johnson's Baby Powder. Johnson & Johnson attended and participated in meetings with, and audits of, contract manufacturer Pharma Tech Industries, Inc. after 2005.
- (f) Johnson & Johnson admitted under oath that, *not* Old JJCI, but "Johnson & Johnson corporate in New Brunswick made all health and safety policy decisions with regard to asbestos and talc products."
- (g) Johnson & Johnson required approval of Old JJCI's labeling decisions. Per sworn testimony, Johnson & Johnson (the parent), *not* Old JJCI, had authority to put warnings on Johnson's Baby Powder. As an example, in response to inquiries in 2008-2009, Johnson & Johnson instructed Old JJCI to not to place cautions on Johnson's Baby Powder.
- (h) After January 1979, Johnson & Johnson (the parent) controlled public relations on the composition and safety of Johnson's Baby Powder. Johnson & Johnson (a) drafted and published statements defending the composition and safety of the talc in Johnson's Baby Powder (including, as non-exclusive examples, in February 1998, October 2000 and May 2016), (b) received advance copies of media statements and (c) operated websites that provided false and misleading information.
- (i) Johnson & Johnson (the parent) directed and controlled litigation strategy on Johnson's Baby Powder (and thus the control of public information). Johnson & Johnson in-house counsel (Frank Bolden) attended depositions in the *Westfall* case and received correspondence on testing of talc ores for asbestos. Johnson & Johnson implemented litigation holds and document retention policies. Johnson & Johnson personnel (*e.g.*, Mr. Ashton) made false and misleading statements in sworn statements.
- (j) After January 1979, Johnson's Baby Powder bottles bore the Johnson & Johnson name and trademarks. By design and intention, the public perceived Johnson's Baby Powder as a Johnson & Johnson product.
- (k) After January 1979, Johnson & Johnson (the parent) (a) engaged in efforts to promote Johnson's Baby Powder and (b) sought to benefit from the "emotional bond," recognizability and goodwill developed from the baby products line, including Johnson's Baby Powder. Numerous memoranda, including in power points in April 1997, August 1997 and June 2010, reflect Johnson & Johnson's conscious strategy of seeking to benefit from Johnson's Baby Powder, referring it to as their "flagship product" and "golden egg" that "feed[s] the goose" and "lead[s] the flock."
- (1) The Johnson & Johnson Board met in June 2017 to discuss reputational risk

from information becoming public about Johnson's Baby Powder.

- 57. In October 2021, Johnson & Johnson and/or Old JJCI devised and implemented a plan with the objective of eliminating (or substantially reducing) liability for harm caused by its talc products:
 - (a) In October 2021, Old JJCI underwent a series of corporate restructuring transactions in which it split itself into two separate entities through a "divisive merger," known as the "Texas Two Step."
 - (b) The transactions were intended to isolate the talc liabilities of Old JJCI into a newly-invented company created by J&J called LTL Management, LLC ("LTL"). LTL stands for "Legacy Talc Liability."
 - (c) LTL has held no productive business assets and has served no productive business purpose. LTL receives *de minimus* revenue streams.
 - (d) As part of the Texas Two Step, virtually all of the assets of Old JJCI were transferred to a new corporate entity bearing the same name, "Johnson & Johnson Consumer Inc." ("New JJCI"). New JJCI continued the business operations as Old JJCI. Old JJCI ceased to exist.
 - (e) Immediately thereafter in October 2021, LTL was put into a Chapter 11 Bankruptcy wherein LTL and Johnson & Johnson sought the protection of the Bankruptcy Code's processes to (a) stay all pending litigation, and (b) force an aggregate resolution of present and future talc/asbestos liabilities that would foreclose jury trials and reduce compensation owed.
 - (f) The Bankruptcy Court presiding over LTL's first bankruptcy case stayed and enjoined all litigation for the harm caused by Johnson's Baby Powder against (a) the debtor LTL, (b) Johnson & Johnson and New JJCI and (c) various other entities, including PTI Royston, LLC.
 - (g) The United States Court of Appeals for the Third Circuit held on January 30, 2023 that the bankruptcy filing by LTL was not proper and made in bad faith. Ultimately, on April 4, 2023, the lower Bankruptcy Court formally dismissed the first LTL bankruptcy case.
 - (h) On April 4, 2023, a few hours after the first LTL bankruptcy dismissal, LTL filed a second petition for bankruptcy in the same court.
 - (i) On July 28, 2023, the Bankruptcy Court in the second LTL case issued an opinion granting motions to dismiss as filed in bad faith. The Bankruptcy Court formally dismissed the second bankruptcy on August 11, 2023.

- 58. During the appeal process for the first LTL bankruptcy, New JJCI transferred its business to defendant Kenyue, Inc.:
 - (a) The business operations of Old JJCI before the October 2021 "Texas Two Step" continued uninterrupted and unchanged (aside from *de minimus* revenue streams to LTL) in New JJCI after October 2021.
 - (b) On December 16, 2022, New JJCI changed its name to defendant Johnson & Johnson Holdco (NA) Inc. ("New JJCI/Holdco").
 - (c) In January 2023, the business assets of New JJCI/Holdco were transferred to defendant Janssen Pharmaceuticals, Inc. ("Janssen").
 - (d) Around February 2023, Janssen transferred the productive assets of the consumer business it recently received (from New JJCI/Holdco) to another Johnson & Johnson subsidiary, Kenvue, Inc. ("Kenvue").
 - (e) The Bankruptcy Court barred Plaintiffs from naming (a) New JJCI, New JJCI/Holdco, Janssen and Kenvue until at least April 20, 2023, and (b) LTL Management, LLC until August 11, 2023.
- 59. Under South Carolina and/or New Jersey substantive law, defendants New JJCI/Holdco, Janssen and Kenvue (collectively, "New J&J Defendants") are the successors-in-interest to Old JJCI. The New J&J Defendants, culminating in Kenvue, are the (a) "mere continuation" of Old JJCI, (b) result of a "de facto merger," (c) result of transactions made fraudulently (or in bad faith) to escape liability (recognized, as a matter of law, by the Third Circuit) and (d) manufacturers, marketers and sellers of the same "product lines:"
 - (a) Kenvue has admitted to being the "mere continuation" of Old JJCI's business. As non-exclusive examples: Thibaut Mongon, Kenvue's CEO, gave sworn testimony that Kenvue has held itself out as the continuation of Old JJCI. He also stated that the business operations of Old JJCI and New JJCI remained the same before and after the October 2021 Texas Two Step. In public SEC filings, Kenvue acknowledged that it is a continuation of Old JJCI in (a) comparing its 2023 financial performance to 2018-2021 (*i.e.*, before Kenvue was created), (b) referring to its pre-existence "heritage" (*e.g.*, "We have a world class, global portfolio of iconic and modern brands that has been built over the last 135 years and is trusted by generations of consumers") and (c) stating "[w]e have historically operated as part of Johnson & Johnson."

- (b) By design, the public perceives Kenvue as the continuation of Old JJCI.
- (c) Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity in leadership and management. In public SEC filings, Kenvue stated that its "senior leadership team ... effectively transformed our business since taking the helm in 2019..." In other words, the same management team started with Old JJCI and continued the same roles in New JJCI in October 2021 through Kenvue in 2023. Mr. Mongon held the same position of CEO in Old JJCI and Kenvue. Other non-exclusive examples of leadership personnel holding the same (or substantially similar) roles in Old JJCI to Kenvue include Paul Ruh, Meri Stevens, Donna Lorenson, Dr. Caroline Tillett, Kathy Widmer, Jan Meurer, Manoj Raghunandanan and/or Natasha Zuyez.
- (d) Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity of its employee workforce. All (or virtually all) of the employees of Old JJCI continued working for the New J&J Defendants, culminating in Kenvue. The same employees continued performing the same duties reporting to the same supervisors.
- (e) Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity in ownership as a result of a stock swap in which owners of shares of Johnson & Johnson became owners of Kenvue.
- (f) The New J&J Defendants (culminating in Kenvue) continued using the same operating business locations. Kenvue has the same headquarters of Old JJCI at 199 Grandview Road, Skillman, New Jersey. Kenvue operates the same manufacturing, marketing and research sites.
- (g) To ensure no interruption in day-to-day business operations from Old JJCI to the New J&J Defendants (culminating in Kenvue), a "Separation Agreement" provided for and/or included (a) the transfer of contracts, permits, licenses and other rights previously held by Old JJCI, (b) a Transition Manufacturing Agreement and (c) a Transition Services Agreement. Contracts with raw material and other suppliers, contract manufacturers and customers were transferred. The information technology systems of Old JJCI were transferred to Kenvue.
- (h) Old JJCI and the New J&J Defendants (culminating in defendant Kenvue) maintained continuity in general business purpose. The New J&J Defendants make, market and sell the same product lines as Old JJCI. In public filings, Kenvue designates the same business segments as Old JJCI.
- (i) Old JJCI and the New J&J Defendants (culminating in defendant Kenvue) maintained continuity in its customer base. Kenvue sells the same volume to the same geographic areas and customer demographic as Old JJCI.
- (j) The New J&J Defendants continued designing, manufacturing, marketing,

distributing and selling Johnson's Baby Powder from October 2021 to the present. The New J&J Defendants continue to sell talc-containing Johnson's Baby Powder overseas. In a September 6, 2023 public filing, Kenvue referred to "... Kenvue's historic or *current* sale of talc or talc-containing products" and "talc-based Johnson's Baby Powder will be discontinued in 2023" (*i.e.*, it is not yet discontinued). Talc-containing Johnson's Baby Powder remains available for purchase in the United States at retail stores and online. Cornstarch Johnson's Baby Powder is merely a different formula than the talc variety, but serves the same function, is applied the same way and has the same appearance.

- (k) The New J&J Defendants (culminating in defendant Kenvue) benefit and profit from the goodwill, research, recognizability and brand loyalty of Old JJCI, including as to Johnson's Baby Powder. They benefit from receiving (or having license to use) trademarks and other intellectual property rights of Johnson & Johnson royalty-free.
- (l) Kenvue acknowledged and admitted in public SEC filings that it may be held accountable for the harm caused by the talc-containing products made and sold by Old JJCI. Kenvue admitted that "it is also possible that various parties will seek to bring and will be successful in bringing claims against us, including by raising allegations that we are liable for the Talc-Related Liabilities." Kenvue also acknowledged that it is "responsible for all liabilities on account of or relating to harm arising out of, based upon, or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products sold outside the United States or Canada."
- (m) The New J&J Defendants continue the same public relations campaign that includes false statements and misrepresentations about the asbestos content and health risks associated with the same talc-containing products (sold by Johnson & Johnson, Old JJCI and the New J&J Defendants) designed to influence regulators and public opinion.
- 60. Before and during the time of Plaintiffs use of J&J's talc products (from 1952 to 2000s), Defendants Johnson & Johnson, New JJCI (Holdco), Janssen and Kenvue (collectively, "J&J") possessed specific knowledge that the talc in its products contained asbestos and inhaling such asbestos can cause fatal diseases, including mesothelioma. In other words, J&J knew the danger inherent in Johnson's Baby Powder:
 - (a) Before and during the time Plaintiff used J&J's talc products, J&J knew that asbestos exposure, including asbestos exposure from inhaling asbestoscontaining talc, can cause fatal diseases such as mesothelioma.

- (b) Johnson's Baby Powder ("JBP") sold in the United States contained (a) Windsor 66 (talc sourced from the Hammondsville, Argonaut, Rainbow and Hamm Vermont mines) in 1967 to late 1979 and mid-1980 to 2003, (b) Supra (talc sourced from the Fontane mine in Italy) in late 1979 to mid-1980 and (c) talc from the Guangxi, China reason from 2003 onward.
- (c) Before and during the time Plaintiff used J&J's talc products, J&J knew of the association of talc and asbestos.
- (d) Throughout the late 1960s to the 2000s, J&J repeatedly received information from its own consultants that the talc from the Vermont talc sources that it used in Johnson's Baby Powder contained asbestos.
- (e) Before and during the time Plaintiff used J&J's talc products, J&J regularly recognized (internally or behind closed doors) the presence of tremolite and actinolite, including in their fibrous/asbestos varieties, in the talc used in Johnson's Baby Powder.
- (f) Before and during the time Plaintiff used J&J's talc products, J&J knew that consumers like (and including) Plaintiff would inevitably inhale talc dust/powder (and therefore asbestos fibers) when using its products.
- 61. Despite all of the information that J&J knew and recognized (as described above), J&J (a) failed to warn, (b) failed to implement substitutes (*e.g.*, corn starch) and (c) failed to adequately test and accurately report the presence of asbestos in its talc:
 - (a) J&J never warned. J&J never placed any sort of label on its products indicating they contained asbestos. J&J always told the public that there has never been a single asbestos fiber in its products.
 - (b) J&J never affixed warnings stating that its products can cause cancer and mesothelioma.
 - (c) Before 2016-2017, J&J never disclosed or otherwise reported to the public the hundreds of findings of asbestos minerals, fibrous tremolite/actinolite and/or asbestos that J&J received and/or knew about.
 - (d) J&J failed to develop and fully implement a safer alternative to talc in Johnson's Baby Powder.
 - (e) J&J failed to adequately test the talc in Johnson's Baby Powder for the presence of asbestos.
 - (f) J&J designed its reporting methodology to yield negative results rather than accurate results.

- (g) J&J promoted regulations that called for less sensitive/powerful methods of detecting asbestos in talc.
- 62. J&J made false statements and concealed evidence that it possessed regarding the presence of asbestos in the talc in Johnson's Baby Powder:
 - (a) J&J believed that Johnson's Baby Powder was its "flagship product." In numerous internal documents, J&J referred to Johnson's Baby Powder as its "sacred cow" and "golden egg."
 - (b) J&J recognized that its businesses (a) benefited from the "emotional trust" and perception of "safety" developed from an "infant bond" with J&J's baby product line, including Johnson's Baby Powder and (b) would be adversely impacted by the reputational damage of its flagship product being associated with cancer.
 - (c) J&J engaged in a pattern of making false statements to government entities, courts and the American public.
 - (d) Discussions between the FDA and the CTFA subcommittee occurred throughout the early- to mid-1970s when the FDA was considering regulating and overseeing asbestos in cosmetic talc products.
 - (e) The FDA eventually asked CTFA subcommittee members to send the FDA their own internal test results.
 - (f) The FDA would use that information to evaluate the composition of popular cosmetic talc products and the frequency and the quality of industry's internal testing programs.
 - (g) CTFA members knew the FDA would base its decision on whether and how to regulate the industry on the information that members provided.
 - (h) J&J gave its response in writing on March 15, 1976. J&J told the FDA that, by XRD, DTA and TEM analysis, no asbestos had ever been found. J&J also asserted that "no amphiboles or serpentine minerals have been detected." As described above, these statements were demonstrably false.
 - (i) J&J knew the statements were false when it made them.
 - (j) J&J made many other false statements to the FDA and other government/regulatory bodies. For example, in October 1971, J&J knew about, approved of and ratified its consultant, McCrone, purposely omitting findings of asbestos in reports to be submitted to the FDA. J&J wrote to McCrone that presenting the truth "would only tend to confuse the issue perhaps with the FDA." Despite numerous findings of chrysotile asbestos by multiple analysts, J&J told FDA representatives in February 1975 that

no cosmetics talcs (from J&J or otherwise) contain chrysotile. In response to a Citizens Petition to J&J and others regarding ovarian cancer risk, J&J told the FDA in 1995 that it had confirmed "the absence of asbestiform minerals." When editing J&J's website in 2016, J&J acknowledged internally that it "cannot say our talc-based consumer products have always been asbestos free." But, in March 2016, J&J represented to the FDA that no asbestos structures had ever been found in J&J's talc-based products by any testing method.

- (k) J&J engaged in a pattern of manipulating and destroying evidence. In an October 1972 report. McCrone found tremolite asbestos in J&J talc products. J&J made a handwritten note stating: "DO NOT USE THIS REPORT." The report was then revised to remove the quantification of asbestos found. In March 1978, the CTFA conducted a "round robin" in which committee members tested each other's samples. When the results distributed amongst members showed which members' products contained asbestos, a J&J employee (and then-chairmen of the CTFA committee) instructed members to "destroy your copy of the table" containing the results. J&J and its consultant, McCrone, established a protocol where McCrone segregated positive findings. For example, in 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results. The first stated all samples contained "no quantifiable" amounts of asbestos with three samples noticeably missing from the numbering sequence of samples. The second report showed the three talc samples each contained chrysotile asbestos.
- (l) Since 1969, J&J knew of the potential for litigation arising from the inhalation of its talc products.
- (m) Despite knowing the potential for litigation since 1969 and being involved in ongoing litigation from the 1970s onward, J&J failed to make any systematic effort to collect potentially responsive or relevant documents until the mid-1990s.
- (n) J&J failed to institute a litigation hold and records retention policy until at least 1997. J&J (a) failed to maintain the underlying data (e.g., data on the chemistry, crystal structure and shape of structures) for virtually all of the testing reports from its consultants that J&J claims show non-detects (thereby limiting Plaintiff's ability to challenge or contest those results), (b) failed to maintain vintage samples of Johnsons' Baby Powder and (c) failed to maintain information on blanks in sample testing (limiting Plaintiff's ability to refute J&J's specious claims of laboratory contamination).
- (o) In litigation in the 1980s onward, J&J was repeatedly asked whether there exists "any evidence" that the talc in Johnson's Baby Powder contained asbestos.

(p) J&J cannot identify a single case prior to 2017 in which it disclosed evidence related to testing of Johnson's Baby Powder (or the sources of talc in Johnson's Baby Powder) for the presence of asbestos. J&J repeatedly made false statements in discovery responses that there was "no evidence" of asbestos (or even the mineral tremolite) in such talc.

THE PARTIES

- Patterson's exposure to asbestos occurred through the asbestos dust and fibers brought home on her father's, husband's and her son's work clothes, vehicles, persons, and from the asbestos dust and fibers being distributed and re-entrained in the family home throughout her life in South Carolina, North Carolina, and other states at times relevant to this action beginning in the early 1930s. Plaintiff Sara J. Patterson was further exposed to asbestos from her personal use on herself and her five children, and husband's use around Plaintiff Sara J. Patterson, of asbestos-containing talc-based Powder Products throughout her life in the family homes throughout her life in South Carolina, North Carolina, and other states at times relevant to this action beginning in the early 1950s. As used throughout this Complaint, the family of Plaintiff Sara J. Patterson encompass her father, husband and five children. The dust from the asbestos-containing talc products permeated their persons and clothes.
- 64. Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, A.O. SMITH CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters, and Burkay boilers, present at numerous jobsites in South Carolina and North Carolina. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 66. Defendant, A.W. CHESTERTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining gaskets and packing materials, present at numerous jobsites in South Carolina and North Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 67. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps present at numerous jobsites in South Carolina and North Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens

of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves present at numerous jobsites in South Carolina and North Carolina. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 70. Defendant, ARKEMA INC., f/k/a PENNWALT CORPORATION, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, ARKEMA INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex Powder Products used by Plaintiff Sara J. Patterson's husband while living in the same household with Plaintiff Sara J. Patterson. ARKEMA INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ARKEMA INC. arise out of this Defendant's business activities in the State of South Carolina.
- 71. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States.

BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **BEATY INVESTMENTS**, **INC**. fk/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Guy M. Beaty & Co., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant

has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 74. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps and Borg Warner pumps and valves present at numerous jobsites in South Carolina and North Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 75. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing Marley cooling towers present at numerous jobsites in South Carolina and North Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers present at numerous jobsites in South Carolina and North Carolina. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs'

claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 77. Defendant, CLYDE UNION INC., f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE. UNION INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Union pumps present at numerous jobsites in South Carolina and North Carolina. CLYDE. UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CLYDE. UNION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **CONSOLIDATED ELECTRICAL DISTRIBUTORS**, **INC.**, d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, procuring and supplying of asbestos-containing materials, including but not limited to insulation materials, gaskets, packing, fireproofing, refractory products and equipment which contained asbestos-containing specified parts present at numerous jobsites in South Carolina and North Carolina. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

19. Defendant, COPELAND CORPORATION LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Copeland compressors present at numerous jobsites in South Carolina and North Carolina. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, COPES-VULCAN, INC., was and is a Delaware corporation with its 80. principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Vulcan soot blowers and Vulcan valves present at numerous jobsites in South Carolina and North Carolina. COPES-VULCAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 81. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites in South Carolina and North Carolina. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it

did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 84. Defendant, **DELHAIZE AMERICA**, LLC, f/k/a FOOD LION INC., was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DELHAIZE AMERICA, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. DELHAIZE AMERICA, LLC is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DELHAIZE AMERICA, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 85. Defendant, **DEZURIK, INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do

business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Vulcan soot blowers and Vulcan valves present at numerous jobsites in South Carolina and North Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 86. Defendant, **DUKE ENERGY CAROLINAS, LLC**, f/k/a DUKE ENERGY CORPORATION, was and is a North Carolina limited liability company with its principal place of business in North Carolina, and was authorized to do business in the State of South Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, LLC owned and/or controlled premises at which Plaintiff Sara J. Patterson's husband and her son were exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Duke Catawba power plant facility located in Rock Hill, SC, which they carried home on their person and clothing and in turn exposing Plaintiff Sara J. Patterson to deadly asbestos dust and fibers. DUKE ENERGY CAROLINAS, LLC is sued as a Premises Defendant.
- 87. Defendant, **DUKE ENERGY CORPORATION**, individually and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL-POWER SUPPLY COMPANY, was and is a Delaware

corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, procuring and supplying of asbestos-containing materials, including but not limited to insulation materials, gaskets, packing, fireproofing, refractory products and equipment which contained asbestoscontaining specified parts present at numerous jobsites throughout the southeastern United States. DUKE ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DUKE ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

88. Defendant, **ELECTROLUX HOME PRODUCTS**, **INC.**, individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Vulcan soot blowers and Vulcan

valves present at numerous jobsites in South Carolina and North Carolina. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

89. Defendant, EMERSON ELECTRIC CO., individually and as successor-in-interest to COPELAND CORPORATION, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Keystone valves and Copeland compressors present at numerous jobsites in South Carolina and North Carolina. EMERSON ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, FERGUSON ENTERPRISES LLC, was and is a Virginia limited liability company with its principal place of business in Virginia. At all times material hereto, FERGUSON ENTERPRISES LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining transite pipes present at numerous jobsites in South Carolina and North Carolina. FERGUSON ENTERPRISES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FERGUSON ENTERPRISES LLC arise out of this Defendant's business activities in the State of South Carolina.
- Delaware limited liability company with its principal place of business in New Jersey. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves present at numerous jobsites in South Carolina and North Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a

Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

- 92. Defendant, FISONS CORPORATION, was and is a Massachusetts corporation with its principal place of business in New Jersey. At all times material hereto, FISONS CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex Powder Products used by Plaintiff Sara J. Patterson's husband while living in the same household with Plaintiff Sara J. Patterson. FISONS CORPORATION is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FISONS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 93. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT

VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Edward valves, Rockwell valves and Vogt valves present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. FLUOR

CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

95. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff

Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FLUOR DANIEL SERVICES CORPORATION, was and is a 96. Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products,

actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION, arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FLUOR ENTERPRISES, INC., was and is a California corporation 97. with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 98. Defendant, FMC CORPORATION on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Peerless pumps present at numerous jobsites in South Carolina and North Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 99. Defendant, **FOOD LION, LLC**, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, FOOD LION, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. FOOD LION, LLC is sued as a Talc Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FOOD LION, LLC arise out of this Defendant's business activities in the State of South Carolina.

100. Defendant, FORMOSA PLASTICS CORPORATION, U.S.A., individually and as parent, alter ego, and successor-in-interest to J-M MANUFACTURING COMPANY, INC. successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FORMOSA PLASTICS CORPORATION, U.S.A. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, transite pipes present at numerous jobsites in South Carolina and North Carolina. FORMOSA PLASTICS CORPORATION, U.S.A. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FORMOSA PLASTICS CORPORATION, U.S.A. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, FOSTER WHEELER ENERGY CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Foster Wheeler boilers present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- Defendant, **GENERAL BOILER CASING COMPANY**, **INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not

limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina and North Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the

State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Defendant, GENERAL ELECTRIC COMPANY, was and is a New York 104. corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, General Electric generators, motors and turbines present at numerous jobsites in South Carolina and North Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

105. Defendant, **GOULDS PUMPS**, **INCORPORATED**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South

Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Goulds pumps present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Goulds pumps present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J.

Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, GREAT BARRIER INSULATION CO., was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

108. Defendant, GRINNELL, LLC d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Grinnell valves present at numerous jobsites in South Carolina and North Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

109. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, transite pipe, used commonly in water and sewage underground, present at numerous jobsites in South Carolina and North Carolina. HAJOCA CORPORATION is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Defendant, HALEON US INC., f/k/a GSK CONSUMER HEALTH INC.. 110. individually and as successor-in-interest to NOVARTIS CONSUMER HEALTH INC., CIBA-GEIGY CORPORATION and CIBA SELF-MEDICATION, INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HALEON US INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex Powder Products used by Plaintiff Sara J. Patterson's husband while living in the same household with Plaintiff Sara J. Patterson. HALEON US INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HALEON US INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North 111. Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC, is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

112. Defendant, **HENRY PRATT COMPANY**, **LLC** d/b/a HENRY PRATT COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do

business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Henry Pratt valves present at numerous jobsites in South Carolina and North Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, **HOWDEN NORTH AMERICA, INC.** f/k/a HOWDEN BUFFALO INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Buffalo Forge fans and blowers present at numerous jobsites in South Carolina and North Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

114. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is an Ohio limited liability company with its principal place of business in Ohio. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

Defendant, IMO INDUSTRIES, INC., was and is a Delaware corporation with its 115. principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, DeLaval pumps and turbines present at numerous jobsites in South Carolina and North Carolina. IMO INDUSTRIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against IMO INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

116. Defendant, **INDUSTRIAL HOLDINGS CORPORATION** f/k/a THE CARBORUNDUM COMPANY, was and is a New York corporation with its principal place of business in New York. At all times material hereto, INDUSTRIAL HOLDINGS CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, Carborundum grinding wheels and turbines present at numerous jobsites in South Carolina and North Carolina. INDUSTRIAL HOLDINGS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

117. Defendant, INGLES MARKETS, INCORPORATED, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, INGLES MARKETS, INCORPORATED was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. INGLES MARKETS, INCORPORATED is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against INGLES MARKETS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, J-M MANUFACTURING COMPANY, INC., individually and as successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in California. At all times material hereto, J-M MANUFACTURING COMPANY, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, transite pipes present at numerous jobsites in South Carolina and North Carolina. J-M MANUFACTURING COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against J-M MANUFACTURING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 119. Defendant, **J. & L. INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

120. Defendant, JANSSEN PHARMACEUTICALS, INC., individually and as successor-in-interest to Johnson & Johnson subsidiaries named JOHNSON & JOHNSON CONSUMER INC., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", was and is a Pennsylvania corporation with its principal place of business in New Jersey. At all times material hereto, JANSSEN PHARMACEUTICALS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Powder Products, used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. JANSSEN PHARMACEUTICALS, INC. is sued as a Talc Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against JANSSEN PHARMACEUTICALS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, JOHN CRANE, INC., was and is a Delaware corporation with its 121. principal place of business in Illinois. At all times material hereto, JOHN CRANE, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, John Crane gaskets and packing present at numerous jobsites in South Carolina and North Carolina. JOHN CRANE, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 122. Defendant, **JOHNSON & JOHNSON**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON

was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Powder Products, used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. JOHNSON & JOHNSON is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against JOHNSON & JOHNSON arise out of this Defendant's business activities in the State of South Carolina.

123. Defendant, JOHNSON & JOHNSON HOLDCO (NA) INC., f/k/a JOHNSON & JOHNSON CONSUMER INC., individually and as successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON HOLDCO (NA) INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Powder Products, used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with

Plaintiff Sara J. Patterson. JOHNSON & JOHNSON HOLDCO (NA) INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against JOHNSON & JOHNSON HOLDCO (NA) INC. arise out of this Defendant's business activities in the State of South Carolina.

124. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, Johnson valves present at numerous jobsites in South Carolina and North Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

125. Defendant, K-MAC SERVICES INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, K-MAC SERVICES INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. K-MAC SERVICES INC. is sued as a Product Defendant. K-MAC SERVICES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of K-MAC Services Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against K-MAC SERVICES INC. arise out of this Defendant's business activities in the State of South Carolina.

126. Defendant, **KMAC OF THE CAROLINAS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, KMAC OF THE CAROLINAS, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. KMAC OF THE CAROLINAS, INC. is sued as a Product Defendant. KMAC OF THE CAROLINAS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against KMAC OF THE CAROLINAS, INC. arise out of this Defendant's business activities in the State of South Carolina.

JOHNSON & JOHNSON CONSUMER INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, KENVUE INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Powder Products, used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff

- Sara J. Patterson. KENVUE INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against KENVUE INC. arise out of this Defendant's business activities in the State of South Carolina.
- and is a Texas limited liability company with its principal place of business in New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LLT MANAGEMENT LLC is sued herein as the other Defendants have each asserted as between themselves that LLT MANAGEMENT LLC has also assumed the liabilities for those Products and claim that LLT MANAGEMENT LLC is a party responsible and liable to Plaintiff Sara J. Patterson for her injuries as it relates to Johnson & Johnson Baby Powder and possibly other talc products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina.
- 129. Defendant, LTL MANAGEMENT LLC, was a North Carolina limited liability company with its principal place of business and headquarters in the State of New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LTL MANAGEMENT LLC is sued herein as the other Defendants have each asserted as between themselves that LTL MANAGEMENT LLC has also assumed the

liabilities for those Products and claim that LTL MANAGEMENT LLC is a party responsible and liable to Plaintiff Sara J. Patterson for her injuries as it relates to Johnson & Johnson Baby Powder and possibly other talc products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson disease and injury, occurred in the State of South Carolina.

- 130. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 131. Defendant, MILLIKEN & COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina, and was authorized to do business in the State of South Carolina, and other states at times relevant to this action. At all times material hereto, MILLIKEN & COMPANY owned and/or controlled premises at which Plaintiff Sara J. Patterson's husband was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Milliken Dewey chemical plant facility located in Inman, SC which he carried home on his person and clothing and in turn exposing Plaintiff Sara J. Patterson to deadly asbestos dust and fibers. MILLIKEN & COMPANY is sued as a Premises Defendant.
- of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Nibco valves and packing present at numerous jobsites in South Carolina and North Carolina. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.

133. Defendant, PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION. CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers, generators, motors, and turbines present at numerous jobsites in South Carolina and North Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury,

occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

Defendant, PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER 134. INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injuries, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 135. Defendant, **PBV INC.** f/k/a INDUSTRY PRODUCTS CO., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, PBV INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Copeland compressors present at numerous jobsites in South Carolina and North Carolina. PBV INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PBV INC. arise out of this Defendant's business activities in the State of South Carolina.
- 136. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant.

PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the Southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 137. Defendant, **PPG INDUSTRIES, INC.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania, and was authorized to do business in the State of South Carolina, and other states at times relevant to this action. At all times material hereto, PPG INDUSTRIES, INC. owned and/or controlled premises at which Plaintiff Sara J. Patterson's husband was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the PPG Industries facility located in Shelby, NC which he carried home on his person and clothing and in turn exposing Plaintiff Sara J. Patterson to deadly asbestos dust and fibers. PPG INDUSTRIES, INC. is sued as a Premises Defendant.
- 138. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting,

compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

139. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane valves and packing, and Chapman valves and packing present at numerous jobsites in South

Carolina and North Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

140. Defendant, RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Riley Stoker boilers and packing present at numerous jobsites in South Carolina and North Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

- 141. Defendant, RUST ENGINEERING & CONSTRUCTION INC., individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 142. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware
 corporation with its principal place of business in Texas. At all times material hereto, RUST
 INTERNATIONAL INC. was authorized to do business in the State of South Carolina, and other
 states at times relevant to this action, while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

143. Defendant, **SANOFI-AVENTIS U.S. LLC**, individually and as successor-ininterest to FISCONS CORPORATION, was and is a Delaware limited liability company with its
principal place of business in New Jersey. At all times material hereto, SANOFI-AVENTIS U.S.
LLC was authorized to do business in the State of South Carolina, and other states at times relevant
to this action, while engaged, directly or indirectly, in the business of mining, designing,
manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,
repairing, using, and/or retailing substantial amounts of asbestos-containing talc products,
including, but not limited to, asbestos-containing Desenex Powder Products used by Plaintiff Sara
J. Patterson's husband while living in the same household with Plaintiff Sara J. Patterson.
SANOFI-AVENTIS U.S. LLC is sued as a Talc Product Defendant. Furthermore, this Defendant

has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SANOFI-AVENTIS U.S. LLC arise out of this Defendant's business activities in the State of South Carolina.

144. Defendant, **SEQUOIA VENTURES INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its 145. principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged in the business of designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves present at numerous jobsites in South Carolina and North Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services in the State of South Carolina. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

147. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the

southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

148. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands

of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

149. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps present at numerous jobsites in South Carolina and North Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.

- 150. Defendant, SUPERIOR BOILER WORKS, LLC, was and is a Kansas limited liability company with its principal place of business in Kansas. At all times material hereto, SUPERIOR BOILER WORKS, LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Superior boilers present at PPG industries facility in Shelby, North Carolina. SUPERIOR BOILER WORKS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SUPERIOR BOILER WORKS, LLC arise out of this Defendant's business activities in the State of South Carolina.
- Indiana corporation with its principal place of business in Indiana. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite packing used on Crane valves present at numerous jobsites in South Carolina and North Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

152. Defendant, UNION CARBIDE CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Calidria raw asbestos fibers used in drywall compounds and Bakelite boards present at numerous jobsites in South Carolina and North Carolina. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 153. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. VISTRA INTERMEDIATE COMPANY LLC is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.
- 154. Defendant, **WALGREEN CO.**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, WALGREEN CO. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or

retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. WALGREEN CO. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WALGREEN CO. arise out of this Defendant's business activities in the State of South Carolina.

place of business in Arkansas. At all times material hereto, WALMART INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. WALMART INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times

relevant to this action. Plaintiffs' claims against WALMART INC. arise out of this Defendant's business activities in the State of South Carolina.

156. Defendant, WIND UP, LTD., individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Sara J. Patterson's father, her husband and her son, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

157. Defendant, **WINN-DIXIE STORES, INC.**, a subsidiary of BI-LO a subsidiary of SOUTHEASTERN GROCERS, INC., was and is a Florida corporation with its principal place of business in Florida. At all times material hereto, WINN-DIXIE STORES, INC. was authorized to

do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Desenex and Johnson & Johnson Powder Products used by Plaintiff Sara J. Patterson, her husband and her family living in the same household with Plaintiff Sara J. Patterson. WINN-DIXIE STORES, INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WINN-DIXIE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba heaters and heat transfer equipment present at numerous jobsites in South Carolina and North Carolina. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Sara J. Patterson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.

Louis Patterson and son, Timothy Patterson, working with asbestos-containing products, materials, and/or equipment in their immediate vicinity at premises of Defendants DUKE ENERGY CAROLINAS, LLC, MILLIKEN & COMPANY and PPG INDUSTRIES INC. (collectively, hereinafter the "Premises Defendants"). All other Defendants (except for METROPOLITAN LIFE INSURANCE COMPANY), or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 160. Plaintiffs bring this action for monetary damages as a result of Plaintiff Sara J. Patterson contracting an asbestos-related disease.
- 161. Plaintiff Sara J. Patterson was diagnosed with mesothelioma on or about November 6, 2023.
- 162. Plaintiff Sara J. Patterson was exposed to asbestos throughout her life while living in the same household with her father Ronald W. Lankford, her husband Louis Patterson and with her son Timothy W. Patterson, who unknowingly brought asbestos dust and fibers home from

work. Plaintiff Sara J. Patterson was exposed to Defendants' asbestos-containing products as a result of her father's, her husband's and her son's employment at various industrial jobsites with and around asbestos-containing products, contractors, tradesmen, and equipment that caused asbestos dust to become airborne. The asbestos dust and fibers were unknowingly brought home on her father's, her husband's and her son's work clothes, asbestos dust and fibers fell off in their vehicles, asbestos dust and fibers on their bodies including their hair, and from the asbestos dust and fibers being distributed and re-entrained in their home. Plaintiff Sara J. Patterson's exposure to asbestos dust and fibers occurred through her father's, her husband's and her son's work clothing and person when greeting them at the end of their workday, through laundering their clothing, through spending time in their vehicles in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air that they breathed throughout their home from approximately the early 1930s to the late 1970s. Plaintiff Sara J. Patterson was further exposed to asbestos from her personal use of Powder Products on herself and her five children, and her husband's use, of asbestos-containing Powder Products around Plaintiff Sara J. Patterson from approximately the early 1950s to present.

163. Plaintiff Sara J. Patterson was exposed to Defendants' asbestos-containing products as a result of her father Ronald W. Lankford's employment around looms for various companies from approximately the early 1930s to the 1950s at various locations in and around Shelby, NC. Plaintiff Sara J. Patterson's father was exposed to asbestos through his work with and around asbestos-containing products, contractors, tradesmen, and equipment that caused asbestos dust and fibers to become airborne throughout the various industrial facilities. Plaintiff Sara J. Patterson's father was further exposed through his work around other trades, including but not necessarily limited to premises workers, maintenance workers, insulators, pipefitters, welders, boilermakers,

electricians, and others who installed and removed asbestos-containing materials. All of these activities exposed Plaintiff Sara J. Patterson's father to asbestos dust and fibers.

- 164. While employed around looms, Plaintiff Sara J. Patterson's father Ronald W. Lankford, wore his own clothes to work where he was exposed to asbestos dust and fibers that he unknowingly brought home on his work clothes, fell off in his vehicle and were on his body including his hair, that distributed and re-entrained in his vehicle and in their family home. Plaintiff Sara J. Patterson lived in the same household with her father from her birth in 1934 until approximately the early 1950s. All of these activities caused Plaintiff Sara J. Patterson to be exposed to said asbestos dust in sufficient amounts as to cause her to develop mesothelioma.
- 165. Plaintiff Sara J. Patterson was exposed to Defendants' asbestos-containing products as a result of her husband, Louis Patterson's employment as a kiln operator, warehouseman and deliveryman for various companies from approximately the mid 1950s to the late 1970s at various industrial jobsites located in South Carolina and North Carolina. Plaintiff Sara J. Patterson's husband was exposed to asbestos through his work with and around asbestos-containing products, contractors, tradesmen, and equipment that caused asbestos dust and fibers to become airborne throughout the various industrial jobsites. Plaintiff Sara J. Patterson's husband performed a variety of tasks throughout his worksites, which include but are not limited to, loading and unloading bags of asbestos from warehouses to his truck, moving cargo around in the warehouses, and travelling to deliver bags of asbestos to various facilities located in South Carolina and North Carolina. Plaintiff Sara J. Patterson's husband was further exposed through his work around other trades, including but not necessarily limited to premises workers, maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestoscontaining materials. All of these activities exposed Plaintiff Sara J. Patterson's husband to asbestos dust and fibers.

- 166. Plaintiff Sara J. Patterson's husband, Louis Patterson, was exposed to Defendants' asbestos-containing products through his work as a kiln operator for FMC Corporation from approximately the mid 1950s at the Bessemer City Plant in Bessemer, NC.
- 167. Plaintiff Sara J. Patterson's husband, Louis Patterson, was exposed to Defendants' asbestos-containing products through his work as a warehouseman and deliveryman for various employers including Guy M. Beaty, PPG Industries and Spectrum Fibers from approximately the late 1950s to late 1970s, at various locations, including but not limited to the following:
 - Guy M. Beaty warehouse Columbia, SC
 - Milliken & Company locations in SC
 - FMC Corporation's Lithium Division, Bessemer City Plant Bessemer, NC
 - Guy M. Beaty warehouse Charlotte, NC
 - PPG Industries, PPG Plant Shelby, NC
 - Spectrum Fibers Plant Kings Mountain, NC
- J. Patterson's husband, Louis R. Patterson, wore his own clothes to work, was exposed to asbestos dust and fibers that he unknowingly brought home on his work clothes, fell off in his vehicle and were on his body including his hair, that distributed and re-entrained in his vehicle and in their home. Plaintiff Sara J. Patterson has lived in the same household with her husband since they were married in 1952 to present. All of these activities caused Plaintiff Sara J. Patterson to be exposed to said asbestos dust in sufficient amounts as to cause her to develop mesothelioma.
- 169. Plaintiff Sara J. Patterson was exposed to Defendants' asbestos-containing products as a result of her son, Timothy Patterson's employment as a pipefitter for Duke Energy from approximately the mid to late 1970s at the Catawba Nuclear Station power plant in York, South Carolina. Plaintiff Sara J. Patterson's son was exposed to asbestos through his work with and around asbestos-containing products, contractors, tradesmen, and equipment that caused asbestos dust to become airborne throughout the various industrial jobsites. Plaintiff Sara J. Patterson's son

was further exposed through his work around other trades, including but not necessarily limited to premises workers, maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos-containing materials. All of these activities exposed Plaintiff Sara J. Patterson's son to asbestos dust and fibers.

- 170. While employed as a pipefitter, Plaintiff Sara J. Patterson's son, Timothy Patterson, wore his own clothes to work, was exposed to asbestos dust and fibers that he unknowingly brought home on his work clothes, fell off in his vehicle and were on his body including his hair, that distributed and re-entrained in his vehicle and in his parents' home. Plaintiff Sara J. Patterson has lived in the same household with her son Timothy W. Patterson since he was born in 1957 to 1978. All of these activities caused Plaintiff Sara J. Patterson to be exposed to said asbestos dust in sufficient amounts as to cause her to develop mesothelioma.
- 171. Plaintiff Sara J. Patterson was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Plaintiff's father's, Plaintiff's husband's and Plaintiff's son's jobsites which she came in contact with off premises by contact with their work clothes, personal possessions, vehicles, and homes.
- 172. During her lifetime, Plaintiff Sara J. Patterson was further exposed to asbestos through her personal use, and her family's use, of asbestos-containing Powder Products where asbestos-containing talc was a constituent ingredient.
- 173. Plaintiff Sara J. Patterson was exposed to asbestos-containing talc Powder Products at various times in her life, from approximately 1952 to present through her personal use, and her family's use, of asbestos-containing talc Powder Products during her life. These asbestos-containing talc products were designed, advertised, marketed, and sold as being appropriate for use in the ordinary course by Talc Defendants identified above. It was foreseeable Talc

Defendants' asbestos-containing talc, as well as asbestos-containing talc products manufactured and distributed with the asbestos talc, such as body products would be sold for personal use by individuals like Plaintiffs and their family. Plaintiff Sara J. Patterson was thereby exposed to Talc Defendants' asbestos-containing talc Powder Products in her homes in the State of North Carolina and other states at times relevant to this action.

174. Plaintiff Sara J. Patterson was exposed to asbestos-containing talc Powder Products through her personal use on a regular basis, daily use on her five children and her family's use around Plaintiff Sara J. Patterson from approximately the early 1950s to present. Plaintiff Sara J. Patterson personally used Johnson & Johnson baby powder on herself and on her five (5) children multiples times a day, after bathing and diapering for about 3-4 years each. Plaintiff Sara J. Patterson's husband, Louis Patterson, personally used Desenex foot powder on himself and around Plaintiff Sara Patterson from approximately the early 1950s to present. Plaintiff Sara J. Patterson frequently and regularly dusted the Powder Products on various parts of her body which at varying times may have included amongst other areas: face, neck, shoulders, collarbones, chest, arms, armpits, legs, genital area, and feet. During this time, she repeatedly inhaled, ingested, and was regularly exposed to asbestos dust emanating from the asbestos laden talc within the Powder Products permeating her person, clothes and homes. All of these activities exposed Plaintiff Sara J. Patterson to asbestos and asbestos dust and fibers.

175. Plaintiff Sara J. Patterson's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Sara J. Patterson's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

- 176. Plaintiff Sara J. Patterson, Plaintiff's father nor her family were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 177. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 178. As a direct and proximate result of the conduct as alleged within, Plaintiff Sara J. Patterson suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.
- 179. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Sara J. Patterson incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Sara J. Patterson's medical treatment is ascertained.
- 180. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

181. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

182. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos and/or asbestos-containing tale, other products containing asbestos, products manufactured for foreseeable use with asbestos products.

183. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos and/or asbestos-containing tale, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal

injuries to Plaintiff Sara J. Patterson and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

The asbestos and asbestos-containing products were defective and unsafe for their 184. intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, including talc, from causing Plaintiff Sara J. Patterson's mesothelioma due to an inability of any asbestos-alternative to penetrate the peritoneal lining of Plaintiff Sara J. Patterson's stomach, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos and asbestos-containing products, including talc, of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, including tale, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Sara J. Patterson, her father, her husband and/or her son Timothy Patterson. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

185. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products, including talc, would be transported by truck, rail, ship and other common carriers, that in the shipping process the

products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft, personal use, and/or other applications, including, but not limited to personal application, grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Sara J. Patterson, her father, her husband or her son, would use or be in proximity to and exposed to said asbestos fibers.

- 186. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products', including talc, defect but failed to adequately warn Plaintiff Sara J. Patterson, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 187. Plaintiff Sara J. Patterson, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products, including talc, referred to herein in a manner that was reasonably foreseeable. Plaintiff Sara J. Patterson's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 188. Plaintiff Sara J. Patterson suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Sara J. Patterson, Plaintiff's father nor Plaintiff's family were aware at the time of exposure that asbestos or asbestos-containing products, including talc, presented any risk of injury or disease.

- 189. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Sara J. Patterson's injuries, and all damages thereby sustained by Plaintiff Sara J. Patterson. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 190. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Sara J. Patterson and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Sara J. Patterson and others similarly situated.
- 191. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products, including talc, or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos containing products, including talc, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products, including talc, or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 192. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, including talc, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products, including talc, or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products, including talc, was safe, when in fact said exposure was extremely hazardous to health and human life.
- 193. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products, including talc, to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and/or personally use and be exposed thereto, including Plaintiff Sara J. Patterson, her father Ronald W. Lankford, her husband Louis R. Patterson and her son Timothy W. Patterson.

194. Plaintiff Sara J. Patterson, her father, her husband, her son, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, including talc, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Sara J. Patterson or Plaintiff's father, Plaintiff's husband, Plaintiff's son, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which

195. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

Plaintiff and others similarly situated were exposed.

196. The herein-described conduct of Defendants, and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all Defendants.

FOR A SECOND CAUSE OF ACTION (Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Product Defendants, including Talc Product Defendants, and Allege as Follows:

197. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

198. Plaintiff Sara J. Patterson suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products. Plaintiff Sara J. Patterson nor her father, her husband or

her son, were aware at the time of exposure that asbestos or asbestos-containing products, including talc, presented any risk of injury and/or disease.

- 199. The Defendants' conduct and defective products as described above were a direct cause of Plaintiff Sara J. Patterson's injuries, and the injuries and damages thereby sustained by Plaintiffs.
- 200. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and others similarly situated.
- 201. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos, including talc, would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft personal use and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, and Plaintiff's son, would use or be in proximity to and exposed to said asbestos fibers.
- 202. Plaintiff Sara J. Patterson, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products, referred to herein in a

manner that was reasonably foreseeable. Plaintiff Sara J. Patterson's exposure to asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

203. Defendants and/or their "alternate entities" knew and intended that the above-referenced asbestos and asbestos-containing products, including talc, would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

204. The asbestos and asbestos-containing products, including talc, were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestoscontaining/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Sara J. Patterson's mesothelioma, due to an inability of any asbestos-alternative to penetrate the peritoneal lining of Plaintiff Sara J. Patterson's stomach, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestoscontaining products, including talc, or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 205. The defect existed in the said products at the time they left the possession of defendants, and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Sara J. Patterson herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 206. Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and others similarly situated were exposed.
- 207. Defendants' defective products as described above were a direct cause of Plaintiff Sara J. Patterson's injuries, and the damages thereby sustained.
- 208. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, including tale, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and other exposed persons who came in contact with the asbestos, asbestos-containing products, including tale, and products manufactured for foreseeable use with

asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 209. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, including talc, had no knowledge or information indicating that asbestos or asbestos-containing products, including talc, or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products, including talc, was safe, when in fact exposure was extremely hazardous to health and human life.
- 210. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of

profit and in fact consciously intended to cause injury to Plaintiff Sara J. Patterson, Plaintiff's father, Plaintiff's husband, Plaintiff's son, and other exposed persons and induced persons to personally use, work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, including talc, and products manufactured for foreseeable use with asbestos products.

- 211. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 212. The conduct of said defendants their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiffs, for the sake of example and by way of punishing said Defendants seek punitive damages according to proof against all Defendants.
- 213. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, asbestos containing talc products, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability, Plaintiffs Complain of Product and Premises Defendants Based upon Respondent Superior, and Allege as Follows:

- 214. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 215. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Sara J. Patterson's father, Plaintiff's husband, and Plaintiff's son, worked and/or spent time as alleged above.
- 216. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Sara J. Patterson's father, Plaintiff's husband, and Plaintiff's son, were exposed.
- 217. Employees handling and disturbing asbestos-containing products in Plaintiff's Sara J. Patterson father's, Plaintiff's husband's, and Plaintiff's son's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 218. Employees handling and disturbing asbestos-containing products in Plaintiff's Sara

 J. Patterson father's, Plaintiff's family members' and others' vicinity received monetary

compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

- 219. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 220. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Sara J. Patterson's father, Plaintiff's husband, and Plaintiff's son, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Sara J. Patterson.
- 221. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 222. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Sara J. Patterson.
- 223. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Sara J. Patterson's father, Plaintiff's husband, and/or Plaintiff's son, that they were being exposed to asbestos, failed to adequately warn Plaintiff Sara J. Patterson's father, Plaintiff's husband, and/or Plaintiff's son of the harm associated with their exposure to asbestos, and provide them with protection to prevent them from carrying asbestos on their person and clothing.

- 224. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Sara J. Patterson.
- 225. Defendants' employees owed Plaintiff Sara J. Patterson's father, Plaintiff's husband, and Plaintiff's son a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 226. Defendants' employees breached this duty of care as described above.
- 227. At all times mentioned, Plaintiff Sara J. Patterson, Plaintiff's father, and Plaintiff's family were unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 228. As a direct result of the Defendants' employees conduct, Plaintiff Sara J. Patterson's father's, Plaintiff's husband's, and Plaintiff's son's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Sara J. Patterson and the damages and injuries as complained of herein by Plaintiffs.
- 229. The risks herein alleged, and the resultant damages suffered by the Plaintiff Sara J. Patterson were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.
- 230. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions

committed by their employees in the course and scope of their work that caused harm to Plaintiff Sara J. Patterson.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Premises Defendants, and Allege as Follows:

- 231. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 232. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son worked and/or spent time.
- 233. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 234. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled and settled onto Plaintiff Sara J. Patterson's father's, Plaintiff's husband's, and Plaintiff's son's clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers, family members, and by-standers including Plaintiff Sara J. Patterson would be exposed to dangerous asbestos dust beyond the present.
- 235. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the

inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma, lung cancer and other lung damage, to exposed persons, including Plaintiff Sara J. Patterson.

- 236. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son frequently encountered asbestos-containing products and materials during the course and scope of their work activities.
- 237. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 238. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

- 239. At all times herein mentioned, Plaintiff Sara J. Patterson, Plaintiff's father nor Plaintiff's family were aware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 240. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 241. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, and their families, including Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 242. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 243. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

- 244. Defendants failed to warn its employees and bystanders thereto, including Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.
- 245. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Sara J. Patterson became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Sara J. Patterson to develop asbestos-related disease mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 246. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 247. The actions of Defendants also constituted negligence *per se*.
- 248. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence per se or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Sara J. Patterson. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

249. The negligence *per se* of Defendants was a proximate cause of Plaintiff Sara J. Patterson's injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 250. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 251. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Sara J. Patterson's father, her husband and son of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff, his father, and others in their vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

252. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Sara J. Patterson suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 253. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 254. Design Defendants owed Plaintiff Sara J. Patterson, her father, her husband and son a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 255. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.

- (c) In failing and neglecting to properly supervise the construction of said building.
- (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
- (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
- (f) By such other failures as will be proved at trial.
- 256. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Sara J. Patterson suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Product Defendants, including Talc Product Defendants, and Allege as Follows:

- 257. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 258. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products, including talc, were of good and merchantable quality and fit for their intended use.
- 259. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products, including talc, were of good and merchantable quality and fit for the particular intended use, was breached.

- 260. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son carried out their duties and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers, family members, and by-standers including Plaintiff Sara J. Patterson would be exposed to dangerous asbestos dust beyond the present.
- 261. Further, as a result of that breach, asbestos was given off into the atmosphere where Plaintiff Sara J. Patterson used talc products and was inhaled by Plaintiff Sara J. Patterson.
- 262. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Sara J. Patterson was exposed to Defendants' asbestos, asbestos-containing products, including talc, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 263. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 264. That during, before and after Plaintiff Sara J. Patterson's exposure to asbestos products, including talc, manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Sara J. Patterson, her father, her husband and her son, in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Sara J. Patterson. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

- 265. The foregoing representations were material conditions precedent to Plaintiff Sara J. Patterson's continued exposure to asbestos-containing products, including talc.
- 266. Defendants and/or their "alternate entities" each intended that Plaintiff Sara J. Patterson's father, Plaintiff's husband and Plaintiff's son, act upon the representations by continuing their work around, and thereby exposure to, the asbestos products. Plaintiff Sara J. Patterson, her father, her husband and her son were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.
- 267. Further, Defendants and/or their "alternate entities" each intended that Plaintiff Sara J. Patterson act upon the representations by continuing her personal use of, and thereby exposure to, the asbestos-containing talc products. Plaintiff Sara J. Patterson was ignorant of this falsity of Defendants' representations and rightfully relied upon the representations.
- 268. As a direct and proximate result Plaintiff Sara J. Patterson's, her father's, her husband's and her son's reliance upon Defendants' false representations, Plaintiff suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

- 269. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 270. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not

limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.

- 271. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 272. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.
- 273. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Sara J. Patterson, her father, her husband and her son were exposed to and breathed asbestos dust which resulted in Plaintiff Sara J. Patterson's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United

States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.

- 274. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Sara J. Patterson, her father, her husband and her son were exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff's illness.
- 275. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 276. Plaintiff Sara J. Patterson, her father, her husband and her son unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 277. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Sara J. Patterson from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 278. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and

gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Sara J. Patterson, her father, her husband and her son.

- 279. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Sara J. Patterson, her father, her husband and her son were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff and his father, their co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Sara J. Patterson, her father, her husband and her son of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff, her father, her husband and her son the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 280. During the relevant time period the Plaintiff Sara J. Patterson, her father, her husband and her son were exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 281. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Sara J. Patterson, her father, her husband and her son, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.
- Beginning in approximately 1934, Manville, through its agents, Vandiver (b) Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.

- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Sara J. Patterson, her father, her husband and her son.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical

- examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Sara J. Patterson, her father, her husband and her son to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 282. Plaintiff Sara J. Patterson, her father, her husband and her son reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestoscontaining products and/or machinery requiring or calling for the use of asbestos and/or asbestoscontaining products.
- 283. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Sara J. Patterson, her father, her husband and her son were deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on their clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged

FOR AN ELEVENTH CAUSE OF ACTION

(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

For an Eleventh Distinct Cause of Action for Fraudulent Misrepresentation and Conspiracy/ Concert Action, Plaintiffs Complain of Talc Product Defendants, and Allege as Follows:

- 284. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.
- 285. For decades, Defendants manufactured products composed of talc that were sold and marketed as safe for daily use by consumers on their person to give off a pleasant smell, mask odors, prevent chaffing and/or absorb moisture. Defendants' products were advertised as healthful for babies, children and adults and to be applied regularly to maintain freshness, keep skin soft, mask odors with a floral fragrance, prevent chaffing and/or absorb moisture.
- 286. Defendants and the Cosmetic, Toiletry & Fragrance Association (n/k/a Personal Care Products Council) ("CTFA") made false statements to Plaintiff, the general public, news media and government agencies that exercise regulatory authority over the cosmetic industry, including, but not limited to, the U.S. Food & Drug Administration ("FDA"), the National Institute of Occupational Health and Safety ("OSHA"), the National Institute for Occupational Safety and Health ("NIOSH"), the Mine Health and Safety Administration ("MHS"), and the National Toxicology Program ("NTP"), which, in turn, proximately caused Plaintiff's harm through intentional efforts to deceive the general public as to the safety of and presence of carcinogens, including asbestos, in talc-containing products.
- 287. Defendants and CTFA, for decades before Plaintiff Sara J. Patterson was born, possessed medical and scientific data that raised concerns regarding the presence of carcinogens, including asbestos, in talc and that demonstrated the existence of health hazards to those exposed to asbestos-containing talcum powder products.

- 288. Talc is a hydrous magnesium silicate, inorganic material that is mined from the earth. It is used in the manufacture of goods, such as paper, plastic, paint and coatings, rubber, food, electric cable, ceramics, and cosmetics. In its loose form and as used in Defendants' products, talc is known as "talcum powder."
- 289. Geologists, Defendants and CTFA—and their suppliers, experts, agents and advisors—have long known that the deposits in the earth that are associated with talc are also associated with the formation of asbestos. "Asbestos" is a commercial and legal term, rather than a geologic or scientific term, referring to six now-regulated magnesium silicate minerals that occur in fibrous form, including the serpentine mineral chrysotile, and amphibole minerals such as actinolite, anthophyllite, tremolite, amosite and crocidolite. The United States Geological Survey on Commercial Talc production in 1965, as well as those dating back to the 1800s, note the presence of tremolite, anthophyllite and chrysotile commonly among those minerals found within talc deposits.
- 290. Defendants, some of which have been and still are the largest talc producers and/or talc-containing product manufactures in the world, admit that they have long employed and/or consulted with doctors, scientists, geologists, mineralogists and toxicologists, and that they have long maintained extensive medical and scientific libraries and archives containing materials relating to the health hazards of talc and the presence of carcinogens, including asbestos, in talc and talc deposits.
- 291. Beginning in the 1930s, medical and scientific literature emerged indicating talc was commonly, if not invariably, contaminated with substances known or suspected of being carcinogenic, such as asbestos, silica, quartz, nickel and arsenic. Within the next several decades, an ever-growing body of medical and scientific literature demonstrated that direct and secondary

exposure to talc, including asbestos-containing talc, was hazardous to exposed persons' health in that it could cause lung disease, cancer and death.

292. Defendants and their affiliates, employees, agents and/or suppliers were members of the National Safety Council. In March of 1933, Waldemar C. Dreesen of the United States Public Health Service reported to the National Safety Council the results of a study conducted among tremolite, talc and slate workers. The study indicated that the talc was a hydrous calcium magnesium silicate, being 45% talc and 45% tremolite, and the National Safety Council stated, "The results of the study seemed to indicate a relationship between the amount of dust inhaled and the effect of this dust on the lungs of the workers." As early as 1934, the National Safety Council was publishing that "a cause of severe pulmonary injury is asbestos, a silicate of magnesium." In the September 1935 issue of National Safety News, an article entitled "No Halfway Measures in Dust Control" by Arthur S. Johnson reported lowered lung capacity resulting from "asbestosis" and "similar conditions" that developed "from exposure to excess of many mineral dusts relatively low in free silica content." The article further noted that claims for disabilities from workers who alleged exposure to "clay, talc, emery, and carborundum dusts" had "claims prosecuted successfully." The article concluded that "[i]n the absence of adequate diagnoses, occupational histories and a more satisfactory method of adjudicating claims than prosecution at common law, we must conclude that it is necessary to find a practical method for controlling all mineral dusts."

293. In 1936, the National Safety Council published an article entitled "Lesser Known Facts About Occupational Diseases" that found "exposure to asbestos fibers, present in the weaving and grinding of dry asbestos material, offers another type of dust which may cause fatalities among workers." In 1958, The New York Department of Labor published Industrial Code Rule No. 12 establishing regulations applying to all employees and employers relating to dangerous air contaminants and listing both asbestos and talc as such substances.

- 294. In 1968, a study presented at the American Industrial Hygiene Conference & Exposition and published in the American Industrial Hygiene Association Journal concluded that "[a]ll of the 22 talcum products analyzed have a...fiber content...averaging 19%. The fibrous material was predominantly talc but contained minor amounts of tremolite, anthophyllite, and chrysotile as these are often present in fibrous talc mineral deposits...Unknown significant amounts of such materials in products that may be used without precautions may create an unsuspected problem." L. J. Cralley, et al., Fibrous and Mineral Content of Cosmetic Talcum Products, 29 Am. Ind. Hyg. Assoc. J. 350-354 (1968). Defendants were aware of these findings.
- 295. In 1968, a scientific study of store-bought, commercially available talcum powders conducted by the Occupational Health Program, National Center for Urban Industrial Health, was published and presented by the American Industrial Hygiene Association. Defendants were aware of this study. The study revealed that, contrary to popular belief, talcum powders were not entirely pure, but rather contained various fibrous minerals, including tremolite, anthophyllite and chrysotile. The study explained that such fibrous content was not unexpected because these types of fibers are often present in fibrous talc mineral deposits. Available documents indicate that during the same year and in the years following, at least one company began testing store-bought talcum powders for asbestos content. Despite tests showing some talcum powders contained asbestos, there is no evidence that positive results or the brand names of contaminated products were communicated to any governmental agency, the media or the public.
- 296. A 1976 follow-up study conducted by researchers at Mount Sinai Hospital in New York concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." Rohl A.N., et al., Consumer Talcums and Powders: Mineral and Chemical

Characterization, 2 J. Toxicol. Environ. Health 255-284 (1976). The Mount Sinai study results were published by various newspapers, including the New York Times and the Washington Post, and Defendants were aware of same.

297. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on talc-containing products. Defendants and CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers (including asbestos hazards) associated with cosmetic talcum powder products, such as Defendants' products.

298. In 1971, the New York City of Environmental Protection Administration Air Resources Board conducted a study of two "leading" brands of talcum powder using transmission electron microscopy ("TEM") and X-ray diffraction ("XRD") analysis, and found them to contain 5-25% tremolite and anthophyllite asbestos.

299. Soon thereafter, a symposium was held in August of 1971 at the FDA to discuss the issue of asbestos content of talcum powders with the talc industry, government officials, and doctors and scientists from Mt. Sinai Hospital, which was then the epicenter of the medical and scientific study of asbestos. Among other statements, participants and attendees heard: that asbestos should be banned in talcum powders; models should be set up to measure the levels exposure to asbestos experienced by persons using talcum powder containing asbestos at the lowest level of microscopic detection; and that finding asbestos in talc and talcum powder is extremely difficult, and the only truly reliable way to determine the asbestos content of talc and talcum powder is through TEM and electron diffraction. Defendants and CTFA, aware of the foregoing and citing costs as well as their fear of the public learning talc was contaminated with

asbestos, ignored and completely rejected any measures to meaningfully test talc products to make sure they were free from asbestos and other carcinogens.

300. After this 1971 symposium, Dr. Weissler of the FDA hired Dr. Seymour Z. Lewin to test commercially available talcum powders for asbestos. Dr. Lewin tested 195 samples and found asbestos of varying amounts in 43. Many of Dr. Lewin's positive results were eventually corroborated by Pfizer Inc. The results, however, were uncorroborated by two other laboratories, leading the FDA to the conclusion that XRD, optical and electron microscopy, and electron diffraction must be used to detect asbestos in talc and talcum powders.

301. Dr. Lewin of New York University disclosed twice in 1972 that asbestos had been found in cosmetic talc. In a report to the FDA on August 3, 1972, Dr. Lewin reported that of 195 talc products, 20 had tremolite, 7 had chrysotile, 9 had both tremolite and chrysotile, and 7 had substantial percentages of one of both. XRD had been used as the first step in analysis and the presence of asbestos and was verified by the use of optical microscopy to disclose the presence of significant numbers of fibers. Shortly thereafter, Dr. Lewin reported to Whittaker, Clark & Daniels Inc. on September 30, 1972, that Italian talc 1615 contained about 2% tremolite and 0.5% chrysotile as determined with XRD and detailed microscopic exam. In a July 31, 1973, review of Dr. Lewin's testing of 195 talc samples, the FDA found "good semi-quantitative agreement" for tremolite on selected samples re-analyzed using optical microscope analysis by FDA and XRD by Pfizer. Agreement was not as good for chrysotile, but the review did warn that optical microscopy could "completely miss the presence of chrysotile if the fibers are submicroscopic, which may well be the case in finely-milled talc." In 1972, ES Laboratories reported that "1615" talc contained 1% chrysotile and that "4615" talc contained 3% chrysotile and 3% anthophyllite. An August 23, 1973, report by Johns-Manville on TEM analysis of commercial talcs reported that nine of fourteen samples contained chrysotile. Only five samples did not have detectable levels of chrysotile. Pages

from the laboratory notebook of Colgate-Palmolive Co. scientist Paul Briscese from March 7, 1976, show that Old Regal (North Carolina) talc tested positive for tremolite, New Montana talc tested positive for anthophyllite and tremolite, and Italian talc tested positive for tremolite.

302. A December 10, 1973, report of the CTFA's Talc Subcommittee disclosed that optical microscope analyses of talcs from the Italian, Montana I & II, Alabama, Vermont, and North Carolina mines had failed the proposed FDA's method because of elevated chrysotile concentrations. This December 10, 1973, CTFA report also showed that several laboratories had reported chrysotile in many of the talc samples sent by the CTFA for evaluation of analytical methods as well as the several identifications of asbestos in talc mentioned.

303. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on consumer talcum powder products. CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, including many of the Defendants herein, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers associated with cosmetic talcum powder products, such as Defendants' products. On September 3, 1973, the FDA sent CTFA a letter regarding various means of measuring asbestos in talc, stating that "conventional methods employing X-ray diffraction or differential thermal analysis are not sufficiently reliable to produce quantitative results of the desired precision." The FDA further advised CTFA that it "has been exploring refractory optical microscopy as a means of measuring asbestos in talc." CTFA responded to the FDA's public notice on its proposed optical microscopy method on December 26, 1973. CTFA contended that the proposed method was not "reliable" for the detection of asbestos in talc, recommended a "collaborative effort between FDA and industry to develop such a method," and urged deferment of the proposed rule. Minutes of CTFA's Talc Subcommittee meeting on March 15, 1976, indicate that the FDA's "Dr. Shaffner suggested the possibility of having industry report periodically on

the results of its analysis to the FDA." Dr. Estrin of CTFA responded that "the subcommittee would give serious consideration to this suggestion."

- 304. Contemporaneously, evidence began to emerge from testing conducted by various regulatory agencies revealing that asbestos was being found in food, beer and drugs, including intravenously injected medicines. In 1972, and later in 1973, the FDA filed notices of proposed rulemaking requiring talc used in food, food packing and drugs to be completely free of asbestos. These were some of the same "grades" of talc used by Defendants.
- 305. The talc industry's response, including that of the Defendants, was swift and well-coordinated through CTFA, with which the Defendants conspired and worked in concert to purposely create a flawed, voluntary testing and surveillance methodology for detecting asbestos in talc and block efforts to label and warn consumers regarding the dangers associated with the talc products, including Defendants' products.
- 306. Regarding the FDA's proposed 1972 rule-making, the FDA Director of Product Development and Cosmetics, Dr. Schaffner, invited representatives of the talc industry to a meeting in August of 1972 to discuss the results of Dr. Lewin's study and inform them that the FDA was preparing to release a "Proposed Statement of Policy On Asbestos in Cosmetics Containing Talc." Dr. Schaffner explained that he was duty-bound and must publicize the brand names of the talcum powders that contained asbestos. CTFA's president, Dr. Merritt, strongly objected to the FDA alerting the general public and publishing the brand names of the talcum powders, as it would cause the manufactures "economic hardship." Dr. Merritt also threatened to sue the FDA to prevent the disclosure of the brand names. As a result, the FDA, Defendants and CTFA never revealed or publicized the brand names of the talcum powders that contained asbestos, much to the detriment of the Plaintiff and the general public.

- 307. In 1973, CTFA created a talc subcommittee and the Scientific Advisory Committee to develop a testing methodology for detecting asbestos in talc. Initially, CTFA designated a group of its members to tests talc grades used in talcum powder utilizing the methodology proposed by the FDA in its notice of rulemaking. Six samples of talc used in commercially available talcum powders, plus one talc sample purposely spiked with tremolite and chrysotile, were circulated among the members, including representatives of Defendants. Of the eight participating members, four found asbestos in every sample, three did not find asbestos in any sample (including the spiked sample), and one found asbestos only in the spiked sample. In conclusion, all members agreed that the best and most reliable method of detecting asbestos in talc is not optical microscopy, but rather TEM and electron diffraction. The same members, however, dispensed with this analytical method, claiming TEM and electron diffraction equipment was too expensive, despite Defendants then owning or having unfettered access to same.
- 308. From there, the difference between what Defendants and CTFA knew diverged from what they were representing to the FDA. Defendants, CTFA and others in the industry knew that there was no such thing as asbestos-free talc—only talc in which asbestos could not be detected using the prevailing, most economic analytical methodology, XRD, which at the time could not accurately identify chrysotile asbestos in talc, nor detect tremolite asbestos contamination levels below 2-5%.
- 309. Defendants and the CTFA also did not disclose to the FDA that the overwhelming majority of talcum powder manufacturers and sellers were not testing their products for asbestos, and even if they were testing, it was done so superficially: only four or so grams per 20 tons of pre-shipment and pre-processed talc, as an example. Defendants and CTFA also failed to the inform the FDA that they were not testing off-the-shelf talc powder products, but rather old samples that were never from the end products themselves. They also failed to inform the FDA

that they were limiting their testing of talc to only one type of asbestos fiber to the exclusion of all other fiber types that are commonly found in talc deposits. What is more, to the extent Defendants found asbestos in their samples, these positive results were not reported to the FDA. Instead, on their behalf, CTFA sent letters to the FDA in March of 1976 fraudulently claiming that industry testing had shown all talcum powder products to be completely free of asbestos.

- 310. Beginning in 1975 and 1976, researchers at New York Air Resources Board, Mt. Sinai School of Medicine, and the FDA became increasingly concerned that CTFA, Defendants and the cosmetic industries were slow to address the issue of asbestos in talc and talcum powders. Defendants had not issued any recalls, provided consumer warnings, informed the FDA of any effort to ensure that talcum powders on the market did not contain asbestos, or developed a reliable methodology or protocol for ensuring that talc and talcum powder did not contain asbestos.
- 311. Taking matters into their own hands, Mt. Sinai Hospital researchers published a follow-up article to Dr. Lewin's 1971 study that demonstrated that some of Defendants' talcum powders contained over 20% asbestos. The researchers concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." The results of the Mount Sinai study were known to the Defendants and published the same year by the New York Times and the Washington Post.
- 312. Defendants and CTFA responded to these developments by falsely claiming that the industry was doing "everything" it could to solve the problem; issuing press releases falsely claiming that chrysotile had never been found in talcum powders; and intentionally suppressing data that showed tremolite was commonly found in talc and talcum powder.

- 313. CTFA subsequently began in earnest to produce a voluntary protocol and methodology that would provide Defendants cover from both lawsuits and regulation. Egregiously, as concerned media members, citizens and regulators began asking more questions about which other brands of talcum powder contained asbestos, Defendants and CTFA falsely represented that talcum powders have never contained asbestos.
- 314. Defendants and third parties collectively met with and corresponded with CTFA, as well as collectively met with the FDA and other government agencies, to individually and collectively advocate for the use of "voluntary" XRD testing of miniscule portions of the tons of talc to be used in consumer products. Defendants' "voluntary" method—that was developed collectively by Defendants and CTFA and advocated to the FDA in lieu of regulations requiring asbestos labeling or warnings on talcum powder products—was inadequate because levels of asbestos contamination in talc commonly fell below the detection limit of the testing methods. Defendants and CTFA also knew that asbestos contamination was not uniformly distributed, such that the miniscule amounts tested would not reveal the true level of contamination in talc products, such as those to which Plaintiff Sara J. Patterson was exposed.
- 315. In support of its voluntary XRD methodology, which was finally published in 1977, CTFA produced letters to the FDA written by its members, including Defendants, identifying tests conducted showing talcum powder products did not contain asbestos. CTFA, Defendants and other talc product producers, however, never informed the FDA of the hundreds of positive tests showing talc and talcum powders contained asbestos and other carcinogens.
- 316. CTFA "Method J4-1," published on October 7, 1976, states that TEM-SAED "offers greater sensitivity, but is not presented since it is unsuitable for normal quality control applications." The published method, rather, relies on XRD with "the level of detection of amphibole by this method [being] 0.5% and above." CTFA met with and corresponded with

Defendants and third parties, to individually and collectively advocate to the FDA for the use of inadequate XRD testing on miniscule portions of the tons of talc obtained from the mining sources to be used in the consumer products, followed by fewer "periodic" tests by TEM. This voluntary method was developed by CTFA and Defendants, and was advocated to the FDA by CTFA and Defendants in lieu of regulations requiring labeling and warnings on talcum powder products, even though CTFA and Defendants knew that the J4-1 method would not reveal the true level of asbestos in the talc that reached consumers. In fact, the first "round robin" tests, which analyzed a "CTFA Tremolite-Spiked Talc," resulted in 6 of 7 participating laboratories failing to detect the tremolite. In other words, 84% of the industry's laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA's own J4-1 method. There is no evidence that CTFA or Defendants ever shared this remarkable failure with the FDA or the public.

317. Minutes of CTFA's Talc Subcommittee from February 24, 1975, stated "It was agreed, however, that chrysotile is never found in cosmetic talcs, based on numerous analyses by several investigators..." When referring to the challenge of chrysotile detection, an article entitled "Talc" in the January/March 1976 CTFA Cosmetic Journal, states that "The only known backup method for a positive identification in this event, is [TEM] with selected area diffraction." However, "despite many efforts, the committee had been unable to find a sample of cosmetic talc containing naturally occurring asbestos...it was asked, 'Why should we test for chrysotile if there isn't any?" CTFA's Specification for Cosmetic Talc, revised on October 7, 1976, falsely represented that no fibrous asbestos was detected in cosmetic talc. Even after 1976, CTFA and Defendants continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos and other carcinogens in the talc being used to manufacture cosmetic products. However, CFTA and Defendants continued to represent that no asbestos was detected in cosmetic talc. These material representations adversely and directly

impacted the FDA's attempt to adequately test consumer talc for asbestos and regulate cosmetics. The most sensitive method of identifying or detecting asbestos in cosmetic talc, TEM-SAED, was not used because CTFA represented that its "ultra-sensitivity could be a problem" and that it was too expensive to use. Instead, its J4-1 method relied on XRD alone for detection of asbestos at greater concentrations than 0.5%, a concentration that could allow more than a billion asbestos fibers per gram of talc to be passed off as "asbestos-free."

- 318. Defendants and CTFA made and published such representations, claiming that their testing method was adequate, that they were ensuring that talcum powder products were safe, and that the talc reaching consumers was "safe," despite having substantial knowledge and evidence to the contrary. Defendants intentionally and knowingly did so to avoid FDA regulations that may have required them to place warnings regarding the asbestos content of their products, and thereby inform the public, including Plaintiff Sara J. Patterson, that talc-containing products contained asbestos.
- 319. CTFA then published an article in 1979 stating it conducted over three thousand tests of talcum powders and none of them found chrysotile. The article and report failed to disclose whether the talcum powders tested contained tremolite, anthophyllite or any other form of asbestos. This publication of half-truths was conveyed to the FDA and the public with the purpose of preventing regulations of cosmetic products. Thereafter CTFA's methodology became the standard by which nearly all talc was analyzed by the entire industry, including talc used in cosmetic and hygiene products today.
- 320. CTFA and Defendants have represented to various news media outlets and the public at large that their products are "asbestos-free," when, in fact, their products did test positive for asbestos and those that did not were merely the result of inadequate and imprecise testing methods. "No asbestos detected" does not mean the product does not contain asbestos, but due to

Defendants' repeated conflation of the terms, the public has been led to erroneously believe talc products are safe. Furthermore, since Defendants and CTFA did not have sufficient testing protocols in place to support the claims that talc products were safe or asbestos-free, such statements were recklessly made, as they had no reason to believe them.

- 321. Between 1970 and the 1990s, tests conducted by and on behalf of Defendants and the talc industry continued to show that talc and talcum powder products contained asbestos. None of these positive tests have ever been produced or made known to any regulatory agency, and knowledge of their existence is only because of civil litigation.
- 322. Defendants and CTFA's failure to disclose these positive results and the inadequacies of their testing protocols continued through the 1980s, 1990s and 2000s, even when various government agencies raised concerns about the safety of talc, including the issue of asbestos content.
- 323. To this day, many talc-containing products presently on the market contain asbestos. Instead of publicizing this fact, Defendants and CTFA continue to deny all the above to protect their pecuniary interests, to the severe detriment of the public, including Plaintiff.
- 324. Since at least 1979, Defendants have conducted a campaign to convince the public that their products are regulated by the FDA, that their tests are conducted pursuant to FDA regulations, and that talcum powder products are, therefore, safe. Nothing could be further from the truth: the FDA has never been assigned a budget by Congress to regulate cosmetics, including asbestos and other carcinogens in talcum powders. Defendants' concerns for the safety of their products have always been voluntary and under the auspices of CTFA, a private industry group, that in its 40 years has only banned the use of 11 ingredients in all cosmetics ever sold in the United States. Indeed, as of today, asbestos-containing talc in cosmetics has not been banned or otherwise regulated by CTFA or the FDA.

- 325. Defendants (and other entities in the talc industry and cosmetic industries, including the CTFA), individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in both their finished products as well as talc shipments from Talc Supplier Defendants and other sources that were used to produce finished products.
- 326. Defendants, and even the outside laboratories, including McCrone Associates, sent letters to CTFA, to be and which were forwarded to the FDA, stating that results of testing of talc used by them after 1972 had not revealed the presence of amphibole or chrysotile asbestos, when in fact all of these entities had received or performed tests indicating the contrary when such false representations were made.
- 327. After 1976, Defendants and CTFA continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos in talc.
- 328. Defendants failed to place any warning on their talc and talcum powder products or ever disclose the fact that these products contained carcinogens, including asbestos, at any point, up to and including the present, despite the clear hazard and direct information that their products did and continue to contain such carcinogens.
- 329. Defendants and CTFA, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, distribution and use of talcum powder products, and controlled the level of knowledge and information available to the public, including Plaintiff Sara J. Patterson, regarding the hazards of exposure to carcinogens, including asbestos, from talc and talc-containing products.
- 330. Defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff Sara J. Patterson, of the serious bodily harm and/or

death which may result from the inhalation and/or ingestion of asbestos in their talc and talccontaining products.

- 331. Defendants and CTFA, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder products, including those to which Plaintiff Sara J. Patterson was exposed.
- 332. Defendants and CTFA, while cognizant of the aforementioned data, deliberately chose to ignore the health and safety issues raised in said data and embarked upon a plan of deception intended to deprive the public at large, including Plaintiff, of alarming medical and scientific findings, many of which remained in their exclusive possession and under their exclusive control.
- 333. Defendants and CTFA conspired and/or acted in concert with each other and/or with other entities through agreement and consciously parallel behavior:
 - (a) to withhold from users of their products—and from persons who they knew and should have known would be exposed thereto—information regarding the health risks of inhaling and/or ingesting asbestos and other carcinogens contained in talc and talcum powder products;
 - (b) to eliminate, suppress or prevent investigation into the health hazards of exposure to asbestos and other carcinogens in talc and talcum powder products;
 - (c) to ensure that asbestos-containing talc and talcum powder products became widely used in commerce, irrespective of the potential and actual risk of harm to the users and consumers from the asbestos and other carcinogens therein; and
 - (d) to falsely represent that talc and talcum powder products, including those of Defendants, were safe and healthful for use by consumers.

- 334. Plaintiffs reasonably and in good faith relied upon the false and fraudulent representations made by Defendants and CTFA regarding the hazards of talc and talcum powder products that contained asbestos and other carcinogens, and she was, therefore, deprived of an opportunity to make informed decisions concerning use of, exposure to and contact with said products.
- 335. CTFA, as well as Defendants and other entities in the talc industry and cosmetic industries, individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in Defendants' and other CTFA members' finished products as well as talc shipments from talc suppliers and other sources that were used to produce finished products. Instead, CTFA sent letters to the FDA stating that results of testing of talc used by the industry after 1972 had not revealed the presence of amphiboles or chrysotile, when in fact all of these entities had received or performed tests indicating the contrary by 1976, when such intentionally false misrepresentations were made. CTFA and Defendants made and published such representations claiming that their collective testing method was adequate, they were ensuring that talcum powder products were safe, and that their testing of talc reaching consumers was "safe," despite knowing the contrary.
- 336. The FDA, and ultimately Plaintiff, directly and/or indirectly relied upon CTFA's and Defendants' false representations regarding the safety of cosmetic talc. In fact, an FDA letter dated January 11, 1979, states: "In cooperation with scientists from industry, our scientists have been making progress in the development of such regulatory methods." The continuing lack of FDA awareness regarding CTFA's and Defendants' misrepresentations was obvious seven years later. In a response to a citizen petition to require an asbestos warning label on cosmetic talc, on July 11, 1986, the FDA states that an "analytical methodology was sufficiently developed" to ensure that "such talc [is] free of fibrous amphibole..." CTFA's J4-1 method has continued for the

past four decades to be the cosmetic talc industry's method for "ensuring" "asbestos-free" talc. The use of TEM, recognized by the CTFA as offering "greater sensitivity" for asbestos, continued to increase over the following decades as its advantages were applied to more matrices. In 1990, Kremer and Millette published a TEM method for analysis of asbestos in talc with a theoretical detection limit of about 0.00005%. Despite such improvements in analytical techniques, the cosmetic talc industry, including Defendants, continues, four decades later, to use and promote its antiquated and wholly inadequate J4-1 method.

- 337. CTFA and Defendants, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, marketing, distribution and use of asbestos-containing talcum powder products, and controlled the level of knowledge and information available to the public regarding the hazards of exposure to asbestos and other carcinogens from talc and talc-containing products.
- 338. CTFA and Defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff Sara J. Patterson and her family members, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos from their talc and talc-containing products.
- 339. CTFA and Defendants, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder, and specifically talc and talcum powder used in the production of products to which Plaintiff Sara J. Patterson was exposed.
- 340. CTFA and Defendants, through agreement and consciously parallel behavior, suppressed, altered, changed, destroyed and/or revised reports, data, tests, studies and other

documents regarding the potential presence of asbestos and other carcinogens in talc and talccontaining products, including Defendants' products to which Plaintiff Sara J. Patterson was exposed.

- 341. As recently as 2016, Defendants made material misrepresentations to the FDA regarding asbestos in its talcum powder products.
- 342. For additional details regarding and supporting Plaintiff's claim, see Bird T., et al., "A Review of the Talc Industry's Influence on Federal Regulation and Scientific Standards for Asbestos In Talc," New Solut., 2021 Aug; 31(2): 152-169.
- 343. Defendants, both acting individually and in concert with others, including the CTFA, violated the common law duty of care owed to Plaintiff Sara J. Patterson or otherwise engaged in intentionally culpable activity that caused Plaintiff Sara J. Patterson to suffer severe injuries and damages.
- 344. As a direct and proximate consequence of the foregoing acts and omissions, Plaintiff Sara J. Patterson (i) relied on Defendants' false assurances that their talc-containing products were free from asbestos and safe, (ii) used or was otherwise exposed to Defendants' talc-containing products; (iii) and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.
- 345. The actions and omissions of Defendants, independently and collectively, constitute a pattern or practice of intentionally wrongful conduct and/or malice resulting in injuries to Plaintiff Sara J. Patterson as described in this complaint.
- 346. As a direct and proximate consequence of the foregoing acts and omissions by the Defendants, Plaintiff Sara J. Patterson used or was otherwise exposed to Defendants' products and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

FOR A TWELFTH CAUSE OF ACTION

(Fraud as to Defendants Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., LTL Management LLC, and LLT Management LLC)

For a Twelfth Distinct Cause of Action for Fraud, Plaintiffs Complain of Defendants, and Allege as Follows:

347. Defendants JOHNSON & JOHNSON , JOHNSON & JOHNSON HOLDCO (NA) INC., f/k/a Johnson & Johnson Consumer Inc., individually and successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", JANSSEN PHARMACEUTICALS INC., individually and as successor-in-interest to Johnson & Johnson subsidiaries named Johnson & Johnson Consumer Inc., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", KENVUE INC., individually and as successor-in-interest to Johnson & Johnson Consumer Inc., LTL MANAGEMENT LLC, and LLT MANAGEMENT LLC f/k/a LTL Management LLC (collectively "J&J") made false representations regarding the asbestos content of their talc products, including Johnson's Baby Powder used by Plaintiff Sara J. Patterson misrepresentations that Plaintiff relied on to her detriment and which caused the development of her mesothelioma. J&J's misrepresentations were deliberate and were effectuated through a campaign to hide and destroy laboratory testing detecting asbestos in Johnson's Baby Powder and Shower to Shower, to manipulate the protocols for such testing to falsely suggest no asbestos was found in Johnson's Baby Powder and Shower to Shower, and to repeatedly assert to the public and federal regulatory agencies that Johnson's Baby Powder and Shower to Shower were safe.

348. Johnson's Baby Powder was a critical cornerstone product for J&J, referenced as the company's "golden egg" and "sacred cow." *See* Exhibit 1 (04/28/1997 The Johnson & Johnson Advantage: Emotional Trust); *see also* Exhibit 2 (08/18/1997 Mother-Baby Strategic Mission); *see also* Exhibit 3 (08/20/1997 Johnson & Johnson "Golden Egg" Advertising Strategy); *see also* Exhibit 4 (excerpt of 08/04/1999 Johnson & Johnson Baby Camp PowerPoint); *see also* Exhibit 5

(excerpt of 08/10/1999 Johnson & Johnson Baby Camp PowerPoint with Koffman (Golden Egg presentation)).

- 349. J&J knew that its cosmetic talc products, including Johnson's Baby Powder and Shower to Shower, contained asbestos fibers, knew those asbestos fibers could cause cancer, and knew that it was not safe to be selling such products to the public for use on babies, children, and adults. In a memorandum dated April 9, 1969, J&J internally expressed concern that the presence of tremolite asbestos in its talc products would cause pulmonary diseases and cancer and increased the risk that the company would be drawn into litigation. J&J acknowledged that trace amounts of tremolite were unavoidable, and that efforts should be made to keep the amount of tremolite to a minimum.
- 350. In a memorandum dated July 30, 1971, J&J was informed that there is no place for asbestos in talc, trace amounts were not acceptable, and any talc with asbestos should be removed from the market. J&J was informed that no level of asbestos in talc is acceptable for cosmetic use.
- 351. In a memorandum dated October 16, 1997, J&J acknowledged that there is no doubt that "mesothelioma can be caused by non-occupational exposure to mineral fibers" and that "mesothelioma may occur after brief or indirect exposure to asbestos." This memorandum further stated that tremolite is considered one of "the most potent mesothelioma producers" and that scientists contend that trace amounts of tremolite in other minerals is responsible for mesotheliomas.
- 352. In its memorandum of October 16, 1997, J&J acknowledged that "in several mesothelioma patients studied, both talc fibers and tremolite were detected. In fact, the majority of asbestos bodies isolated from the lungs of women in the general population have tremolite or anthophyllite and because tremolite and anthophyllite are known contaminants of talc, this data suggests that rare cases of mesothelioma among women with no other identifiable exposure might be related to exposure to cosmetic talc." Further, an environmental factor that must be given "major

consideration in the incidence of Mesothelioma" includes "tremolite asbestos" which "is a known contaminant [of] some deposits of talc."

- 353. J&J's corporate representative has acknowledged in litigation that it has known for years that the talc used in Johnson's Baby Powder could be inhaled and reach deep into the lung. For decades, J&J has known about the dangers of talc powder inhalation during the normal use of its talc-based cosmetic products, especially to babies.
- 354. The relationship between asbestos exposure and mesothelioma has been well understood since the 1960s and numerous studies confirm that causal relationship. J&J was aware of this causal relationship through its knowledge of the scientific literature and its membership in trade organizations through which such knowledge was distributed.
- 355. Beginning at least in the 1950s, J&J tested its talc for impurities or cominerals, including "asbestos" and "tremolite," because the company knew they are deleterious minerals that could be harmful to a person's health and thus should not be found in talc-based cosmetic products. At all relevant times, J&J understood the dangers posed by asbestos exposure and that asbestos was a known impurity of talc.
- 356. J&J, internally and through hired testing laboratories such as the Battelle Memorial Institute, McCrone Associates, and the Colorado School of Mines Research Institute, tested for asbestos impurities in the source talc ore, processed ore, and finished products used to manufacture J&J cosmetic talc products. All of these testing laboratories found asbestos minerals in J&J source talc ore or cosmetic talc products. Independent labs have also found asbestos in the talc used in J&J cosmetic talc products.
- 357. The existence of laboratory tests finding asbestos in J&J cosmetic talc products and source talc used in those products has been verified by J&J under cross examination in recent litigation. J&J knew about these positive test results all along. In 1972, J&J executives acknowledged

internally that the results of testing demonstrating the presence of asbestos in J&J's cosmetic talc products and the source ore used to make these products. At that time, J&J confirmed that McCrone found trace tremolite and that these findings are "not new."

- 358. In May 1973, Roger Miller, the President of J&J's mining company, Windsor Minerals, informed J&J that "the ore body contains actinolite." This talc ore body was actively used to produce J&J's cosmetic talc products. One week later, J&J's records note that "[t]he first showing of actinolite we know about is October 1972."
- 359. J&J consistently lied about these positive test results for decades. In response to consumer inquires, J&J has assured consumers that "asbestos has never been found in Johnson's Baby Powder and it never will." In print advertisements as late as December 19, 2018, J&J told the public that "Baby Powder does not contain asbestos and never will. We test every single lot to ensure it." The Johnson's Baby Powder product label says it was the "Purest Protection" and it was advertised as "the best you can buy" and "the purest."
- 360. J&J has acknowledged that the intent of these representations to consumers has always been to "to reassure them they could feel safe and comfortable using Johnson's Baby Powder because it does not contain asbestos" and to convey that in using Johnson's Baby Powder, there was "zero chance" of exposing their families to asbestos. The statements that Johnson's Baby Powder and Shower to Shower do not contain asbestos, that there was "zero chance" consumers were exposing their families to asbestos were false when they were made, and J&J knew they were false when they made those statements. As a direct result of J&J's false representations that Johnson's Baby Powder and Shower to Shower never contained asbestos, millions of people, including babies, were unwittingly and needlessly exposed to asbestos.

- 361. J&J has never placed warnings on its talc-based powder products about the potential hazards presented by the product being aerosolized in normal application. J&J never placed warnings on its powder products about the risk of asbestos exposure or cancer.
- 362. Instead, J&J represented to the public that Johnson's Baby Powder was safe. J&J withheld from their spokespeople whose job it was to communicate the "no evidence of asbestos" message any reports indicating there was in fact evidence of asbestos in Johnson's Baby Powder. J&J's misrepresentations and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower has resulted in consumer use of this and other cosmetic talc products in a potentially lethal way without any knowledge of the danger.
- 363. Since the early 1970s the FDA has repeatedly asked J&J whether there was any evidence of any amount of asbestos in any J&J cosmetic talc product. J&J's answer to the FDA's inquiries was always the same: there is no evidence of any amount of asbestos in any J&J cosmetic talc product. Over the course of more than four decades, J&J represented to the FDA over and over again that there is not a single instance or report of asbestos including chrysotile asbestos in its products.
- 364. In a letter dated September 21, 1971, J&J represented to the FDA that its data "conclusively proves that Johnson's Baby Powder is free of asbestos." J&J has represented to the FDA that "no amphibole materials have been detected" in the company's talc-based products. Documentation of a meeting between J&J and the FDA in 1972 shows that, when pressed, J&J went so far as to represent to the FDA that "there wasn't a shred of evidence to support the idea that either our Johnson's Baby Powder or Shower to Shower contained any chrysotile asbestos."
- 365. Although aware of repeated McCrone reports over the course of years to the contrary, J&J falsely represented to the FDA that its consultant McCrone never found asbestos in the talc ore

that was used to make Johnson's Baby Powder and Shower to Shower. In 1976, J&J rejected the FDA's request to provide the results of its respective periodic monitoring for asbestos.

- 366. J&J also submitted false and misleading statements through its trade association, the Cosmetic, Toiletry & Fragrance Association ("CTFA") (n/k/a Personal Care Products Council) ("PCPC"). The CTFA made false statements to Plaintiff, the general public, news media, and government agencies, including, but not limited to the FDA, the National Institute of Occupational Health and Safety ("OSHA"), the National Institute for Occupational Safety and Health ("NIOSH"), the Mine Health and Safety Administration ("MHSA"), and the National Toxicology Program ("NTP"), which, in turn, proximately caused Plaintiff's harm through intentional efforts to deceive the general public and regulatory authorities as to the safety of and presence of carcinogens in Johnson's Baby Powder and Shower to Shower.
- 367. J&J used the CTFA to communicate false information about the purity of its talc and lack of asbestos content, as evidenced by a letter dated March 15, 1976. This false information was then transmitted by the CTFA to the FDA to "give assurance as to the freedom from contamination by asbestos form materials of cosmetic talc products." This was done after J&J was aware of over 50 reports about asbestos minerals and fibers in the talc it used for cosmetic talc products. Two weeks after relaying this false information, J&J met privately in Hillside, New Jersey and congratulated themselves on the "success" of the "presentations" to the FDA and agreed that they should not bind themselves to having to further update the FDA.
- 368. J&J and other industry members agreed to do testing on their respective cosmetic talc products in a "round robin" format. The testing was done using a table that identified the manufacturer of the samples that were tested. Multiple samples contained asbestos. In a letter dated March 1, 1978, the Chairman of the CTFA Task Force on Round Robin Testing and then current employee of J&J

instructed the CTFA to "destroy your copy of the table" containing the results finding asbestos in cosmetic talcs.

- 369. Although possessing test results indicating that the talc used in its talc-based products contained tremolite and chrysotile asbestos reportable as asbestos under federal regulations J&J represented to the NTP that there was never any evidence of asbestos in the talc used in Johnson's Baby Powder and Shower to Shower. And decades after asbestos was first reported, J&J continued to represent to the FDA that it had confirmed "the absence of asbestiform minerals" in its finished talc-based products. It did so in the CTFA's Comments in Response to a Citizens Petition dated June 27, 1995.
- 370. As recently as 2016, in a document dated March 17, 2016, J&J represented to the FDA that no asbestos structures have ever been found in its talc-based products in any testing anywhere in the world. This statement made to the FDA was false.
- 371. In an advertisement to the public dated December 19, 2018, J&J falsely claimed that it has cooperated fully and openly with the FDA and other regulators. In fact, J&J did not provide the FDA with positive asbestos tests from its hired consultants, including McCrone, and the Colorado School of Mines. J&J did not tell the FDA that it possessed test results finding asbestos in the mine ore and the finished talc product nor did it give those results to the FDA.
- 372. J&J also used its consultants as vehicles to intentionally mislead the FDA. A letter dated October 12, 1971, evidences that J&J knew that its standby consultant McCrone purposely omitted findings of asbestos in its talc-based products because it "would only tend to confuse the issue perhaps with the FDA" and that McCrone offered that if J&J "decide[d] to use these reports with the FDA" to "please call us."
- 373. As a part of its testing protocol for J&J's talc products, McCrone would segregate any test results that were positive for the presence of asbestos in talc ore or cosmetic talc products from

those that allegedly found "no quantifiable" asbestos. For instance, on April 29, 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results for Windsor Minerals. The first was for 11 talc samples in which "no quantifiable" amounts of asbestiform were found. The second was for the three talc samples (noticeably extracted from the numbering sequence) in which traces of chrysotile were found.

- 374. McCrone and J&J worked together to manipulate the asbestos testing results of J&J products done by outside laboratories and reported those manipulated findings to the FDA as negative results. For example, in a report dated October 27, 1972, McCrone found tremolite asbestos in J&J talc products but a handwritten note was written in large print on the front of the report stating: "DO NOT USE THIS REPORT." The report was revised to remove the quantification of asbestos found.
- 375. Similar asbestos findings by other J&J consultants were also hidden from the FDA. J&J submitted to the FDA testing performed by Professor Hutchinson from the Minnesota Space Center only in excerpts that removed all references to his "incontrovertible" findings of chrysotile asbestos. J&J did not submit a March 1974 test results from Professor Reynolds at Dartmouth College that "Actinolite is the dominant fiberform amphibole in the ore and talc product provided by Windsor Minerals." Instead, J&J submitted test results to the FDA from Dartmouth claiming that no amphiboles were found in the company's talc products.
- 376. J&J had its consultants use purposefully misleading laboratory tests to support its false claims that its talc ore and talc products were free of any asbestos. Since at least 1971, J&J has known that transmission electron microscopy ("TEM" or electron microscopy) is the superior microscope to detect asbestos in talc and was its consultants' recommended testing method. In fact, the positive asbestos results obtained by Professor Hutchinson utilized the TEM method. But J&J convinced the FDA that lesser test methods were effective, knowing that those lesser methods had failed to detect asbestos that was verified to be present in J&J's cosmetic talc products. J&J routinely submitted test

reports to the FDA as proof that its talc was asbestos free knowing that the methods used would not detect asbestos at low levels and thus were not reliable to rule out the presence of asbestos. For example, a McCrone report dated April 24, 1974, noted that lesser methods failed to find asbestos in over a dozen samples where the asbestos was confirmed when using the correct tool – TEM.

377. Despite J&J's knowledge that other testing methods missed verified asbestos in its talc, J&J advocated an industry standard using one of the weaker/lesser methods and claimed it would ensure the talc was asbestos free. This method is known as J4-1. The J4-1 testing method utilized x-ray diffraction ("XRD") as the initial screen to determine if any further testing was necessary. The limit of detection was between .5% and 5% and ensured that millions to trillions of asbestos fibers in a gram of talc could escape detection. Using the J4-1 method, if the XRD test result was negative, no more testing would occur, and the sample would be reported as "none detected." This process virtually guaranteed that low levels of asbestos would never be found. J&J also knew that XRD could not detect chrysotile at levels below two percent of the talc product and was also incapable of detecting low levels of tremolite. In the unlikely event an XRD test result was positive, J&J's second step utilized polarized light microscopy ("PLM"), also a lesser testing method, and J&J instructed the PLM analyst not to count all of the fibers he or she would actually see under the microscope. Short fibers, below a defined size, recognized as carcinogenic, were excluded from any reporting.

378. The CTFA's December 10, 1973 report confirmed that multiple talc sources, including Italian and Vermont talc, failed the proposed FDA's method because of elevated chrysotile concentrations. Thereafter, the CTFA proposed J4-1 knowing it was a "unreliable" testing method for asbestos in talc. The first "round robin" tests, which analyzed a "CTFA Tremolite-Spiked Talc," resulted in six of seven participating laboratories failing to detect the tremolite. In other words, 84% of the industry's laboratories failed to detect asbestos in a sample known to contain tremolite asbestos

while using the CTFA's J4-1 method. There is no evidence that CTFA or J&J ever shared this remarkable failure with the FDA or the public.

379. J&J also knew that the "concentration method" of sample preparation was most able to detect the presence of asbestos in its talc and thus provide more accurate results. Internal memorandums from 1973 show that J&J understood that the concentration method was "much more sensitive than our proposed specifications" and when used found traces of tremolite which the J&J testing methods would fail to expose. J&J's stated concern with using a concentration method, set forth in a memorandum dated May 16, 1973, was that it was too good at detecting asbestos – it was too sensitive. Correspondence dated February 18, 1975 indicates that J&J rejected the concentration method because the effective and sensitive testing was not "in the worldwide company interest." Indeed, many of J&J's consultants — including the Colorado School of Mines, Professor Pooley of Cardiff University, Professor Reynolds of Dartmouth College, and Professor Alice Blount of Rutgers University — found asbestos in J&J's talc-based cosmetic products using the concentration method. J&J did not provide any of those test results to the FDA, however.

380. When J&J finally decided to use TEM on a limited basis in 1995, it implemented a TEM reporting methodology designed to yield negative, rather than accurate results. J&J called its method TM7024. According to this method, a lab would report the test results as negative and "not quantifiable" unless the scientist counted 5 or more asbestos fibers of the same variety in an incredibly small sample (it varied but was well under 50 milligrams). Thus, even if the examiner identified, counted and quantified as many as 16 asbestos fibers (four fibers of tremolite, four fibers of actinolite, four fibers of anthophyllite, and four fibers of chrysotile) the finding of asbestos was not to be reported. This method instructed labs who confirm the presence of asbestos in incredibly small samples to "couch" the results in specific and deceptive language that the lab "did not find any quantifiable amount of asbestosforms minerals." J&J's position about the scientific propriety of its

TM7024 testing protocol was and remains inconsistent with EPA protocols for counting asbestos fibers.

- 381. Even though J&J tested miniscule amounts of product, and utilized methods specifically designed to yield negative results, asbestos was still found in J&J's cosmetic talc. J&J never produced these test results to the public until 2017. In editing information for its website in about 2016, J&J acknowledged internally that it "cannot say our talc-based consumer products have always been asbestos free."
- 382. J&J represented to the FDA that the most sensitive testing was not needed because "substantial asbestos can be allowed safely in baby powder." J&J also claimed that "extensive" animal studies of its Vermont and Italian talc revealed no cancer risk from their talc. J&J now admits that only one study was done of its Vermont talc and only one study of its Italian talc as it relates to the risk of cancer from talc. The FDA was not told tests were conducted on a special lot of "extremely clean" talc. This information was first disclosed in litigation from J&J internal records, first produced no earlier than 2017.
- 383. J&J knew that it had liability to persons who developed asbestos-related diseases as a result of exposure to its cosmetic talc products. In an internal communication dated April 15, 1969, the Medical Director for J&J wrote to advise the company of danger relative to "inhalation" of the "needle-like" crystals of tremolite asbestos in J&J's talc. J&J was cautioned that "since the usage of these products is so widespread, and the existence of pulmonary disease is increasing, it is not inconceivable that [J&J] could become involved in litigation in which pulmonary fibrosis or other changes might be rightfully or wrongfully attributed to inhalation of our powder formulations." To that end, Dr. Thompson recommended that "someone in the Law Department should be consulted with regard to the defensibility of our position in the event that such a situation could ever arise." The medical director further forewarned J&J that the company could confront a situation where the

company would be more or less compelled to remove its talc products "if it became known that our talc formulations contained any significant amount of Tremolite." This prediction of litigation came to fruition shortly thereafter. J&J has reported that during the 1970s alone, the company was sued in talc-based cases in 1971, 1972, 1973 1974, 1976, 1977, 1978, and 1979.

- 384. Due to the litigation process, J&J has been forced to identify documents from as early as 1971 (and every year thereafter) relating to "ongoing," "pending," and "anticipated" litigation regarding Johnson's Baby Powder. Since at least 1971, J&J has known that information in the company's possession relevant to or produced in any particular talc-based lawsuit would be relevant to discovery in future talc-based cases. Although J&J was legally obligated to retain the evidence, it does not know where the documents and evidence related to these cases are located or whether they even exist. Entries on J&J's privilege log indicate that samples of talcum powder used in litigation existed at the time the litigation in the 1970s was pending but are no longer available.
- 385. Despite being involved in litigation for decades, J&J never produced a single asbestos test in any case prior to 2017, even when specifically requested. J&J was repeatedly asked in litigation whether the talc used in any of its talc-based cosmetic products contained any amount of asbestos. J&J represented to Plaintiffs' counsel that "there was no evidence" of asbestos in its cosmetic talc. These representations exemplified J&J's pattern and practice in defending talc-injury litigation, which was to conceal evidence of asbestos in its cosmetic talc products and represent that no such evidence ever existed. Many of the same J&J executives who were involved in discussions with the FDA about the company's talc-based cosmetic products were involved in defending J&J in litigation alleging asbestos-related injuries from talc-based cosmetic products.
- 386. J&J routinely provided sworn affidavits from company executives falsely asserting that there was no evidence of asbestos in the talc used for J&J cosmetic products. In addition to submitting false affidavits, J&J repeatedly certified answers to interrogatories stating that there was

never any evidence of asbestos in any J&J cosmetic talc product when it knew the truth to be otherwise. J&J knew there was tremolite in Johnson's Baby Powder when responding to discovery requests in the Krushinski case. J&J has been forced to admit that these interrogatories, which were answered in conjunction with the company's lawyers, were false.

- 387. J&J concealed and refused to produce in response to Plaintiffs' discovery requests any documents evidencing or relating to tests, studies, investigations, and analyses of Johnson's Baby Powder and Shower to Shower for the presence of asbestos, despite its knowledge that relevant and material documents existed and were in its possession and that it had the duty to disclose them.
- 388. Although J&J by its own admission had an obligation to preserve evidence once litigation concerning the health effects of its talc products was foreseeable, it failed to do so. J&J knew that evidence adduced in litigation concerning the health effects of its talc products would be material and relevant to other anticipated cases. Yet J&J failed to preserve records from any of the lawsuits that alleged injuries as a result of Johnson's Baby Powder, Shower to Shower, talc, or asbestos, even though J&J knew that relevant and material documents existed and were in its possession.
- 389. J&J did not retain any samples of its talc ore and milled talc used in its talc-based cosmetic products, which it tested regularly for the presence of asbestos and asbestiform minerals at any time until 2017. Although litigation was pending and anticipated, the samples chosen by J&J specifically to create test results were not retained under the company's evidence retention schedules and were not subject to any litigation-hold. J&J also failed to retain all test results for the presence of asbestos and asbestiform minerals of the talc ore and milled talc used in its talc-based cosmetic products. The failure to institute a litigation hold made certain that the testing results were destroyed in accordance with its document retention policy. In 2008, nearly ten years after the first litigation hold, when asked about retention time for "information related to the CTFA ingredient surveys" J&J directed its employees to "PITCH them." Any test results that J&J has not yet produced are presumed

to be destroyed, as the disposal of these results were mandated by the company's evidence retention scheduled absent a litigation hold, which J&J never issued.

- 390. The limited underlying scientific data that still exists of J&J's consultants confirms that the reports of "no detectable" asbestos are belied by the underlying scientific data, which shows evidence of asbestos. There are countless similar non-detect letters with no underlying data.
- 391. In 1989, after facing litigation related to its talc-based products for nearly two decades and anticipating further litigation, J&J destroyed records relating to its Hammondsville, Vermont mining operations.
- 392. J&J historically preserved no records from the majority of cases in which it has been sued for causing talc related injuries. For those cases where there is at least some documentation, J&J either lost or destroyed most of the material evidence related to historical litigation alleging asbestos-related disease from its talc products. Despite being involved in many cases dating back to 1971, J&J could only locate two sets of discovery responses for its corporate representative to review.
- 393. J&J once maintained a paper file documenting all of its telephone conversations with the FDA related to its talc-based cosmetic products dating to the early 1970s. The "FDA Call File" no longer exists.

J&J is Fully Responsible for Conduct <u>Fraudulent Misrepresentation</u>

394. J&J intentionally and fraudulently continued to misrepresent to the public that Johnson's Baby Powder and Shower to Shower was safe, concealing the dangers of asbestos exposure and evidence of asbestos in J&J's talc product. J&J's misrepresentations and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus

denying Plaintiff Sara J. Patterson the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J made a material representation;
- (b) The representation was false;
- (c) J&J knew it was false when made or made it recklessly without knowing it was true as a material positive assertion;
- (d) J&J made the misrepresentation intending that Plaintiff Sara J. Patterson act on the representation;
- (e) Plaintiff Sara J. Patterson acted in reliance on it; and
- (f) Plaintiff Sara J. Patterson, as a result, suffered damage.

J&J is Fully Responsible for Conduct Silent Fraud (a/k/a Fraudulent Concealment)

395. J&J intentionally and fraudulently concealed the dangers of asbestos exposure and continued to represent to the public that Johnson's Baby Powder and Shower to Shower were safe, concealing the evidence of asbestos in J&J's talc product. J&J's concealment and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff Sara J. Patterson the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J suppressed a material fact;
- (b) J&J had a duty to disclose the fact; and
- (c) J&J concealed the fact with the intent to defraud.

396. Plaintiff Sara J. Patterson trusted Johnson's Baby Powder. She used it believing it to be safe. Plaintiff Sara J. Patterson trusted that the talc products she used were safe and did not have any carcinogens. She relied on J&J to provide any safety information to her and to make sure any lifethreatening hazards were communicated to her. Had the Plaintiff Sara J. Patterson known the true facts, she would never have purchased or used the products.

397. Plaintiff Sara J. Patterson developed malignant mesothelioma, a fatal cancer, as a direct and proximate cause of the misrepresentations made by J&J regarding the safety of Johnson's Baby Powder and Shower to Shower and its concealment of evidence that its cosmetic talc products utilized talc that contained asbestos fibers that could cause cancer.

WHEREFORE, Plaintiffs demand judgment against J&J Defendants for a reasonable amount plus statutory interest and costs, and for such other relief as shall be deemed appropriate.

FOR A THIRTEENTH CAUSE OF ACTION

(Loss of Consortium)

For a Thirteenth Distinct Cause of Action for Loss of Consortium, Plaintiff Louis R. Patterson Complains of Defendants, and Alleges as Follows:

- 398. Plaintiff Louis R. Patterson incorporates by reference, the preceding paragraphs, where relevant.
- 399. Plaintiffs Sara J. Patterson and Louis R. Patterson were married on or about July 20, 1952, and at times relevant to this action were husband and wife.
- 400. Prior to her injuries as alleged, Plaintiff Sara J. Patterson was able and did perform her spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Sara J. Patterson has been unable to perform her spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Louis R. Patterson was deprived of the consortium of his spouse, including the performance of duties, all to Plaintiff Louis R. Patterson's damages, in an amount presently unknown to Plaintiff Louis R. Patterson but which will be proven at time of trial.
- 401. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Sara J. Patterson as set forth herein, Plaintiff's spouse and Plaintiff Louis R. Patterson suffered loss of consortium, including but not by way of

limitation, loss of services, marital relations, society, comfort, companionship, love, and affection of his spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff Louis R. Patterson prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

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ATTORNEYS FOR PLAINTIFFS

April 11, 2024 Columbia, South Carolina.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
ROBERT B. RAY and BESSIE E. RAY,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
4520 CORP., INC.)
A.W. CHESTERTON COMPANY	SUMMONS
AIR & LIQUID SYSTEMS CORPORATI	ION)
AMENTUM ENVIRONMENT & ENERGINC.	GY,))
ANCHOR/DARLING VALVE COMPAN	Y)
ARMSTRONG INTERNATIONAL, INC.)
BAHNSON, INC.)
BEATY INVESTMENTS, INC.)
BECHTEL CORPORATION)
BW/IP INC.)
CARVER PUMP COMPANY)
CLYDE UNION INC.)
COVIL CORPORATION)
CROSBY VALVE, LLC)
DANIEL INTERNATIONAL CORPORATION)))
DAVIS MECHANICAL CONTRACTOR INC.	S,))

DEZURIK, INC.
DONALD MCKAY SMITH, INC.
ELECTROLUX HOME PRODUCTS, INC.
FISHER CONTROLS INTERNATIONAL LLC
FLAME REFRACTORIES, INC.
FLOWSERVE CORPORATION)
FLOWSERVE US INC.
FLUOR CONSTRUCTORS INTERNATIONAL
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION
FOSECO, INC.
GARDNER DENVER NASH, LLC
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION)
GENERAL ELECTRIC COMPANY)
GENUINE PARTS COMPANY)
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.

GRINNELL LLC)
HEAT & FROST INSULATION COMPANY, INC.)))
HENRY PRATT COMPANY, LLC)
HOWDEN NORTH AMERICA INC.)
HPC INDUSTRIAL SERVICES, LLC)
IMO INDUSTRIES INC.)
ITT LLC)
J. & L. INSULATION, INC.)
JOHN CRANE, INC.)
JOHNSON CONTROLS, INC.)
MET-PRO TECHNOLOGIES LLC)
METROPOLITAN LIFE INSURANCE COMPANY)))
NIBCO INC.)
PARAMOUNT GLOBAL)
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY)
PIEDMONT INSULATION, INC.)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION)
SEQUOIA VENTURES INC.)
SPIRAX SARCO, INC.)
SPX CORPORATION))

STANDARD INSULATION COMPANY OF N. C., INC.)
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STERLING FLUID SYSTEMS (USA) LLC)
THE GOODYEAR TIRE & RUBBER COMPANY)
THE WILLIAM POWELL COMPANY)
THIEM CORPORATION)
UNIROYAL HOLDING, INC.)
VALVES AND CONTROLS US, INC.)
VELAN VALVE CORP.)
VIKING PUMP, INC.)
WARREN PUMPS LLC)
WIND UP, LTD.)
Defendants.)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service

hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

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ATTORNEYS FOR PLAINTIFFS

April 22, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
ROBERT B. RAY and BESSIE E. RAY,) C/A NO. 2024-CP-40
DI : ./cc	
Plaintiffs, v.) In Re:
) Asbestos Personal Injury Litigation
3M COMPANY) Coordinated Docket
f/k/a MINNESOTA MINING AND)
MANUFACTURING COMPANY) Living Mesothelioma
4520 CORP., INC.)
individually and as successor-in-interest to)
BENJAMIN F. SHAW COMPANY	COMPLAINT
A.W. CHESTERTON COMPANY)
AIR & LIQUID SYSTEMS CORPORATION	(Jury Trial Demanded)
individually and as successor-in-interest to)
BUFFALO PUMPS, INC.)
AMENTUM ENVIRONMENT & ENERGY,)
INC. f/k/a AECOM ENERGY &)
CONSTRUCTION, INC., individually and as)
successor-in-interest to YEARGIN)
CONSTRUCTION COMPANY, INC.)
successor-in-interest to IMPAC, INC.)
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.)
BAHNSON, INC.)
BEATY INVESTMENTS, INC.)
f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION)
BW/IP INC.	,)
and its wholly-owned subsidiaries)
CARVER PUMP COMPANY)

)
CLYDE UNION INC. f/k/a UNION PUMP COMPANY))
COVIL CORPORATION)
CROSBY VALVE, LLC)
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS, INC.)
DEZURIK, INC.)
DONALD MCKAY SMITH, INC.)
ELECTROLUX HOME PRODUCTS, INC. individually and as successor-in-interest to COPES-VULCAN)
FISHER CONTROLS INTERNATIONAL LLC)
FLAME REFRACTORIES, INC.)
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.)
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY))))))
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
FLUOR DANIEL SERVICES CORPORATION))

FLUOR ENTERPRISES, INC.
FMC CORPORATION) on behalf of its former Peerless Pump business)
FOSECO, INC.
GARDNER DENVER NASH, LLC individually and as successor-in-interest to THE NASH ENGINEERING COMPANY)
GENERAL BOILER CASING COMPANY,) INC.)
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA))
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.
GREAT BARRIER INSULATION CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
HEAT & FROST INSULATION COMPANY, INC.
HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY)
d/b/a GRINNELL CORPORATION HEAT & FROST INSULATION COMPANY, INC. HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY HOWDEN NORTH AMERICA INC. f/k/a HOWDEN BUFFALO, INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY HPC INDUSTRIAL SERVICES, LLC.
HPC INDUSTRIAL SERVICES, LLC

f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the)
successor-by-merger and name change to BRAND INSULATIONS, INC.)
IMO INDUSTRIES INC.)
ITT LLC)
f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW)))))
J. & L. INSULATION, INC.)
JOHN CRANE, INC.)
JOHNSON CONTROLS, INC.)
MET-PRO TECHNOLOGIES LLC on behalf of its Dean Pump Division)
METROPOLITAN LIFE INSURANCE COMPANY)
NIBCO INC.)
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC))))))
CORPORATION)
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)
PIEDMONT INSULATION, INC.)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION f/k/a CRANE CO.)

SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)
SPIRAX SARCO, INC.))
SPX CORPORATION individually and as successor-in-interest to KINNEY PUMPS))))
STANDARD INSULATION COMPANY OF N. C., INC.))))
STARR DAVIS COMPANY, INC.))
STARR DAVIS COMPANY OF S.C., INC.))
STERLING FLUID SYSTEMS (USA) LLC))
THE GOODYEAR TIRE & RUBBER COMPANY)))
THE WILLIAM POWELL COMPANY))
THIEM CORPORATION and its Division Universal Refractories)))
UNIROYAL HOLDING, INC. f/k/a U.S. RUBBER COMPANY, INC.)))
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.))))
VELAN VALVE CORP.))
VIKING PUMP, INC.))
WARREN PUMPS LLC))
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.	1)))),
Defendants.)
	•

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, ROBERT B. RAY and BESSIE E. RAY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Robert B. Ray was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is

amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 9. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Robert B. Ray to asbestos in this State, subjecting them to the

jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

- 10. Plaintiff Robert B. Ray's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 11. Plaintiffs were not aware at the time of exposure that asbestos or asbestoscontaining products presented any risk of injury and/or disease.
- 12. Plaintiff Robert B. Ray worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 13. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC. and IMPAC, INC.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BW/IP INC.	its wholly owned subsidiaries
CLYDE UNION INC.	UNION PUMP COMPANY
ELECTROLUX HOME PRODUCTS, INC.	COPES-VULCAN
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)

DEFENDANT	ALTERNATE ENTITY
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW
MET-PRO TECHNOLOGIES LLC	DEAN PUMP
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
REDCO CORPORATION	CRANE CO.
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
SPX CORPORATION	KINNEY PUMPS

DEFENDANT	ALTERNATE ENTITY
THIEM CORPORATION	UNIVERSAL REFRACTORIES
UNIROYAL HOLDING, INC.	U.S. RUBBER COMPANY, INC.
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

- 14. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 15. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 16. As a direct and proximate result of the conduct as alleged within, Plaintiff Robert B. Ray suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

- 17. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Robert B. Ray incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Robert B. Ray's medical treatment is ascertained.
- 18. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Robert B. Ray incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

- 19. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Robert B. Ray was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.
- 20. 3M**COMPANY** Defendant. f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina. 3M COMPANY is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

21. Defendant, 4520 CORP., INC., as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 22. Defendant, A.W. CHESTERTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cloth, gaskets, packing and rope packing, insulation, clothing, valves and pumps, present at numerous jobsites in South Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 23. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps, present at numerous jobsites in South Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, AMENTUM ENVIRONMENT & ENERGY, INC., f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease

and injury, occurred in the State of South Carolina. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves, present at numerous jobsites in South Carolina. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 26. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps and strainers,

present at numerous jobsites in South Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, BAHNSON, INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the

State of South Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 28. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 29. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly,

in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

30. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps, present at numerous jobsites in South Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

- 31. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps, present at numerous jobsites in South Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 32. Defendant, **CLYDE UNION INC.**, f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Union pumps, present at numerous jobsites in South Carolina. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B.

Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 34. Defendant, **CROSBY VALVE**, **LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves, present at numerous jobsites in South Carolina. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 25. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous

iobsites throughout United DANIEL the southeastern States. INTERNATIONAL Product CORPORATION is sued Defendant. DANIEL INTERNATIONAL as a CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, **DEZURIK, INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeZurik valves and Vulcan valves, present at numerous jobsites in South Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **DONALD MCKAY SMITH, INC.**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, DONALD MCKAY SMITH, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carey asbestos fibers to Foseco. DONALD MCKAY SMITH, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DONALD MCKAY SMITH, INC. arise out of this Defendant's business activities in the State of South Carolina.

39 Defendant, ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan valves, present at numerous jobsites in South Carolina. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 40. Defendant, FISHER CONTROLS INTERNATIONAL LLC, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves, present at numerous jobsites in South Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.
- 41. Defendant, **FLAME REFRACTORIES, INC.**, was a North Carolina corporation with its principal place of business in Florida. At all times material hereto, FLAME REFRACTORIES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States.

FLAME REFRACTORIES, INC. is sued as a Product Defendant. FLAME REFRACTORIES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Flame Refractories, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLAME REFRACTORIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. **FLOWSERVE** CORPORATION, f/k/a THE Defendant. DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps and Durco pumps and valves, present at numerous jobsites in South Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 43. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to EDWARD VALVES, INC., LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Lawrence pumps, Rockwell valves, and Vogt valves, present at numerous jobsites in South Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.
- 44. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or

asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the

work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FLUOR DANIEL SERVICES CORPORATION, was and is a 46. Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 47. Defendant, FLUOR ENTERPRISES, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 48. Defendant, **FMC CORPORATION** on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of

South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **FOSECO**, **INC.**, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, FOSECO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing hot tops and other asbestos-containing products manufactured by Foseco, present at numerous jobsites in South Carolina. FOSECO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against FOSECO, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 50. Defendant, GARDNER DENVER NASH, LLC, individually and as successor-ininterest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps, present at numerous jobsites in South Carolina. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 51. Defendant, **GENERAL BOILER CASING COMPANY**, **INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **GENERAL DYNAMICS CORPORATION**, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 53. Defendant, GENERAL ELECTRIC COMPANY, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric motors, present at numerous jobsites in South Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 54. Defendant, **GENUINE PARTS COMPANY**, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or

asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing automotive friction products including gaskets and auto body compounds from NAPA dealer in Cowpens, SC, used by Plaintiff and his family members. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.
- 57. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the

work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **GRINNELL**, **LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves, present at numerous jobsites in South Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 59. Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 60. Defendant, **HENRY PRATT COMPANY**, **LLC** d/b/a HENRY PRATT COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Henry Pratt valves, present at numerous jobsites in South Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **HOWDEN NORTH AMERICA, INC.** f/k/a HOWDEN BUFFALO INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans and blowers, present at numerous jobsites in South Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury,

occurred in the State of South Carolina. Plaintiffs' claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 62. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 63. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC.

was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps, present at numerous jobsites in South Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, present at numerous jobsites in South Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions,

and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant, J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, **JOHN CRANE, INC.**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, JOHN CRANE, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in

the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and packing, present at numerous jobsites in South Carolina. JOHN CRANE, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves, present at numerous jobsites in South Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, MET-PRO TECHNOLOGIES LLC on behalf of its Dean Pump Division, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Dean Brothers pumps, present at numerous jobsites in South Carolina. MET-PRO TECHNOLOGIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against MET-PRO TECHNOLOGIES LLC arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 70. Defendant, **NIBCO INC.**, was and is an Indiana corporation with its principal place of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nibco valves and packing, present at numerous jobsites in South Carolina. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS f/k/a WESTINGHOUSE ELECTRIC a Pennsylvania corporation, CORPORATION, CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse motors, present at numerous jobsites in South Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury,

occurred in the State of South Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

- 72. Defendant, PATTERSON PUMP COMPANY, was and is an Ohio corporation with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps, present at numerous jobsites in South Carolina. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 73. Defendant, **PAYNE & KELLER COMPANY** f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on

piping and equipment, present at numerous jobsites in South Carolina. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injuries, occurred in the State of South Carolina. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray to lethal doses of asbestos. Furthermore, this Defendant has

done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, PRESNELL INSULATION CO., INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South

Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 76. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane pumps and valves, and Chempump pumps and valves, present at numerous jobsites in South Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 77. Defendant, **SEQUOIA VENTURES INC.** f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on

piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, present at numerous jobsites in South Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 79. Defendant, SPX CORPORATION, individually and as successor-in-interest to KINNEY PUMPS, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, SPX CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kinney pumps, present at numerous jobsites in South Carolina. SPX CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPX CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product

Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

- limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.
- 84. Defendant, **THE GOODYEAR TIRE & RUBBER COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite packing used on Crane valves and Durabla gaskets, present at numerous jobsites in South Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves, present at numerous jobsites in South Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 86. Defendant, **THIEM CORPORATION** and its Division Universal Refractories, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, THIEM CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing refractory materials, present at numerous jobsites in South Carolina. THIEM CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THIEM CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, **UNIROYAL HOLDING, INC.**, f/k/a U. S. RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing asbestos cloth and blankets, present at numerous jobsites in South Carolina. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 88. Defendant, VALVES AND CONTROLS US, INC., f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves, present at numerous jobsites in South Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 89. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves, present at numerous jobsites in South Carolina. VELAN VALVE CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of

its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, present at numerous jobsites in South Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 91. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or

retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps, present at numerous jobsites in South Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, WIND UP, LTD., individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Robert B. Ray, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

- 93. Plaintiffs brings this action for monetary damages as a result of Plaintiff Robert B. Ray contracting an asbestos-related disease.
- 94. Plaintiff Robert B. Ray was diagnosed with mesothelioma on or about February 7, 2024.
- 95. Plaintiff Robert B. Ray's mesothelioma was caused by his exposure to asbestos during the course of his employment.
- 96. During his work history, Plaintiff Robert B. Ray was exposed to Defendants' asbestos-containing products through his work as a core and specialty gear maker, assembler and on a general assembly line for various employers from approximately the early 1960s to 2000s, at various industrial jobsites located in South Carolina. Plaintiff performed various tasks throughout the facilities including but not limited to, working in the machine shops when making cores for liquid steel and iron, working in the sheet metal bay when assembling machines and working as a sheet metal fabricator. The bays were all open in the building where sheets of marinate asbestos was sawed, drilled and sanded. They used the cut sheets as insulation and the entire building was white with asbestos dust. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 97. During his work history, Plaintiff Robert B. Ray was further exposed through his work around other trades including insulators, carpenters, mechanics, pipefitters, boilermakers, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestoscontaining pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing

asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 98. Plaintiff Robert B. Ray was exposed to Defendants' asbestos-containing products through his work as a core maker and on a general assembly line for Draper Corp. from approximately the early 1960s to mid 1960s at their location in South Carolina.
- 99. Plaintiff Robert B. Ray was exposed to Defendants' asbestos-containing products through his work as a core maker and specialty gear maker for Carolina Foundry and Machine Company from approximately the mid 1960s to early 1970s at their location in South Carolina.
- 100. Plaintiff Robert B. Ray was exposed to Defendants' asbestos-containing products through his work as a sheet metal fabricator assembling Tenter Frame machines for Bruckner Machinery from approximately the early 1970s to mid 1980s at their location in Spartanburg, South Carolina.
- 101. Plaintiff Robert B. Ray was exposed to Defendants' asbestos-containing products through his work assembling exhausts for BMW automobiles for Zeuna Starker from approximately the mid 1980s to 2000s at their location in Spartanburg, South Carolina.
- 102. Plaintiff Robert B. Ray was also exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance, tune ups and repairs on his personal vehicles, family's vehicles, lawn mowers, go karts, various engines and equipment in South Carolina from approximately early 1960s to the 2000s. These activities further exposed Plaintiff to asbestos dust and fibers.
- 103. During the course of Plaintiff Robert B. Ray's employment at the location(s) mentioned above, during other occupational and non-occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.

- 104. Plaintiff Robert B. Ray's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Robert B. Ray's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 105. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 106. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 107. As a direct and proximate result of the conduct as alleged within, Plaintiff Robert B. Ray suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 108. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Robert B. Ray has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Robert B. Ray's medical treatment is ascertained.
- 109. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs

request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

110. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and

every paragraph of the General Allegations above.

111. At all times herein mentioned, each of the named Defendants was an entity and/or

the successor, successor in business, successor in product line or a portion thereof, assign,

predecessor, predecessor in business, predecessor in product line or a portion thereof, parent,

subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities,"

engaged in the business of researching, studying, manufacturing, fabricating, designing,

modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale,

supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,

marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain

product, namely asbestos, other products containing asbestos, and products manufactured for

foreseeable use with asbestos products.

112. At all times herein mentioned, Defendants, and/or their "alternate entities"

singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,

modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn

of the health hazards, failed to provide adequate use instructions for eliminating the health risks

inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale,

supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,

warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely

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asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Robert B. Ray and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

- 113. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Robert B. Ray's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Robert B. Ray. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.
- 114. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would

break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Robert B. Ray would use or be in proximity to and exposed to said asbestos fibers.

- 115. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Robert B. Ray, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 116. Plaintiff Robert B. Ray, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 117. Plaintiff Robert B. Ray suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Robert B. Ray were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 118. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Robert B. Ray's injuries, and all damages thereby sustained by

Plaintiff Robert B. Ray. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

- 119. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Robert B. Ray and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Robert B. Ray and others similarly situated.
- 120. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 121. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestoscontaining products, had no knowledge or information indicating that asbestos, asbestoscontaining products, or products manufactured for foreseeable use with asbestos products, could

cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

- 122. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Robert B. Ray.
- 123. Plaintiff Robert B. Ray and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Robert B. Ray, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 124. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and

managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

125. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 126. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 127. Plaintiff Robert B. Ray suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Robert B. Ray was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 128. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Robert B. Ray's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 129. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Robert B. Ray, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Robert B. Ray, and others similarly situated.

- 130. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Robert B. Ray, would use or be in proximity to and exposed to said asbestos fibers.
- 131. Plaintiff Robert B. Ray, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 132. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 133. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing

products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Robert B. Ray's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 134. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Robert B. Ray herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 135. Plaintiff Robert B. Ray and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Robert B. Ray, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Robert B. Ray and others similarly situated were exposed.

- 136. Defendants' defective products as described above were a direct cause of Plaintiff Robert B. Ray's injuries, and the damages thereby sustained.
- 137. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Robert B. Ray, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume,

and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

- 139. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Robert B. Ray and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 140. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 141. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 142. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product

line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION (Vicarious Liability of Defendants Based upon Respondent Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondent Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 143. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 144. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Robert B. Ray worked and/or spent time as alleged above.
- 145. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Robert B. Ray was exposed.
- 146. Employees handling and disturbing asbestos-containing products in Plaintiff Robert B. Ray's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a)

the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 147. Employees handling and disturbing asbestos-containing products in Plaintiff Robert B. Ray', Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 148. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 149. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Robert B. Ray, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Robert B. Ray.
- 150. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 151. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Robert B. Ray.
- 152. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos

fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Robert B. Ray that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 153. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Robert B. Ray.
- 154. Defendants' employees owed Plaintiff Robert B. Ray a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 155. Defendants' employees breached this duty of care as described above.
- 156. At all times mentioned, Plaintiff Robert B. Ray was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 157. As a direct result of the Defendants' employees conduct, Plaintiff Robert B. Ray's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Robert B. Ray and the damages and injuries as complained of herein by Plaintiffs.
- 158. The risks herein alleged and the resultant damages suffered by the Plaintiff Robert B. Ray were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint,

which, on the basis of past experience, involved harm to others as shown through the torts of employees.

159. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Robert B. Ray.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractors)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 172. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 173. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Robert B. Ray worked and/or spent time.
- 174. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 175. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Robert B. Ray, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Robert B. Ray would be exposed to dangerous asbestos dust beyond the present.

- 176. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.
- 177. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Robert B. Ray, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 178. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Robert B. Ray was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 179. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Robert B. Ray, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.

- 180. At all times herein mentioned, Plaintiff Robert B. Ray was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 181. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 182. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Robert B. Ray, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 183. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 184. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

185. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Robert B. Ray, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

186. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Robert B. Ray became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Robert B. Ray to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

(Negligenes Per Se)

(Negligence *Per Se*)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 187. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 188. The actions of Defendants also constituted negligence per se.
- Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Robert B. Ray. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

190. The negligence *per se* of Defendants was a proximate cause of Plaintiff Robert B. Ray's injuries.

FOR A SIXTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As a Sixth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 191. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 192. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 193. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Robert B. Ray carried out his duties and was inhaled by Plaintiff Robert B. Ray.
- 194. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Robert B. Ray were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Robert B. Ray consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A SEVENTHCAUSE OF ACTION

(Fraudulent Misrepresentation)

For a Seventh Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 195. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 196. That during, before and after Plaintiff Robert B. Ray's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Robert B. Ray in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Robert B. Ray. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 197. The foregoing representations were material conditions precedent to Plaintiff Robert B. Ray's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Robert B. Ray act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Robert B. Ray was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.
- 198. As a direct and proximate result Plaintiff Robert B. Ray's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR AN EIGHTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For an Eighth Distinct Cause of Action for Conspiracy and Concert of Action, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

199. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

- 200. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 201. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 202. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.
- 203. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Robert B. Ray was exposed to and breathed asbestos dust which resulted in Plaintiff Robert B. Ray's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave

substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.

- 204. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Robert B. Ray was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Robert B. Ray's illness.
- 205. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 206. Plaintiff Robert B. Ray unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 207. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Robert B. Ray from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 208. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote

the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Robert B. Ray.

- 209. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Robert B. Ray was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff, his co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Robert B. Ray of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 210. During the relevant time period the Plaintiff Robert B. Ray was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 211. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Robert B. Ray, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:
 - (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large

- percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should

be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Robert B. Ray.

- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being

- exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Robert B. Ray to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the asbestos asbestos-containing use and/or products. misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 212. Plaintiff Robert B. Ray reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.
- 213. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Robert B. Ray was deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR A NINTH CAUSE OF ACTION

(Loss of Consortium)

For a Ninth Distinct Cause of Action for Loss of Consortium, Plaintiff Bessie E. Ray Complains of Defendants, and Alleges as Follows:

- 214. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 215. Plaintiffs Robert B. Ray and Bessie E. Ray were married on September 3, 1966 and at all times relevant to this action were husband and wife.
- 216. Prior to his injuries as alleged, Plaintiff Robert B. Ray was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Robert B. Ray has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Bessie E. Ray was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 217. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Robert B. Ray as set forth herein, Plaintiff's spouse and co-Plaintiff Bessie E. Ray suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

April 22, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
RONALD J. BROOKSHIRE and BELVIA R. BROOKSHIRE,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY 4520 CORP., INC.)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
A.O. SMITH CORPORATION A.W. CHESTERTON COMPANY))) <u>SUMMONS</u>)
AIR & LIQUID SYSTEMS CORPORAT	ΓΙΟΝ)
AMENTUM ENVIRONMENT & ENER INC.	kGY,)))
AMERON INTERNATIONAL CORPORATION)))
ANCHOR/DARLING VALVE COMPA	NY))
ARMSTRONG INTERNATIONAL, INC	C.))
ASBESTOS CORPORATION LIMITEI)))
BAHNSON, INC.)
BEATY INVESTMENTS, INC.)
BECHTEL CORPORATION)
BW/IP INC.)
C.R. HIPP CONSTRUCTION, INC.)
CANVAS CT, LLC))
CARVER PUMP COMPANY)))

CB&I LAURENS, INC.
CHICAGO BRIDGE & IRON COMPANY LLC
CLEAVER-BROOKS, INC.
CLYDE UNION INC.
COOPER INDUSTRIES LLC
COPELAND CORPORATION LLC
COPES-VULCAN, INC.
COVIL CORPORATION
CROSBY VALVE, LLC
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS,) INC.)
DCO LLC
DEZURIK, INC.
ECODYNE CORPORATION
EIDP, INC.
ELECTROLUX HOME PRODUCTS, INC.
EMERSON ELECTRIC CO.
FERGUSON ENTERPRISES LLC
FISHER CONTROLS INTERNATIONAL LLC
FLOWSERVE CORPORATION)
FLOWSERVE US INC.
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FLUOR CONSTRUCTORS INTERNATIONAL	
FLUOR CONSTRUCTORS INTERNATIONAL, INC.	
FLUOR DANIEL SERVICES CORPORATION FLUOR ENTERPRISES, INC. FMC CORPORATION FORMOSA PLASTICS CORPORATION, U.S.A. FOSTER WHEELER ENERGY CORPORATION CORPORATI	
FLUOR ENTERPRISES, INC.	
FMC CORPORATION	
FORMOSA PLASTICS CORPORATION, U.S.A.	
FOSTER WHEELER ENERGY CORPORATION	
GARDNER DENVER NASH, LLC	
GENERAL BOILER CASING COMPANY, INC.	
GENERAL DYNAMICS CORPORATION	
GENERAL ELECTRIC COMPANY	
GENUINE PARTS COMPANY	
GOULDS PUMPS, INCORPORATED	
GOULDS PUMPS LLC	
GREAT BARRIER INSULATION CO.	
GRINNELL LLC	
GUARD-LINE, INC.	
HAJOCA CORPORATION	
HEAT & FROST INSULATION COMPANY, INC.	
HENRY PRATT COMPANY, LLC	

HOBART BROTHERS LLC
HOK GROUP, INC.
HOWDEN NORTH AMERICA INC.
HPC INDUSTRIAL SERVICES, LLC
IMO INDUSTRIES INC.
INDUSTRIAL HOLDINGS CORPORATION
INTERNATIONAL PAPER COMPANY
ITT LLC
J-M MANUFACTURING COMPANY, INC.
J. & L. INSULATION, INC.
JOHN CRANE, INC.
JOHNSON CONTROLS, INC.
K-MAC SERVICES INC.
METROPOLITAN LIFE INSURANCE) COMPANY)
MILLER ELECTRIC MFG. LLC
NIBCO INC.
O'REILLY AUTO ENTERPRISES LLC
PARAMOUNT GLOBAL
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY
PIEDMONT INSULATION, INC.
PNEUMO ABEX LLC
PRESNELL INSULATION CO., INC.

REDCO CORPORATION
RILEY POWER INC.
RUST ENGINEERING & CONSTRUCTION) INC.
RUST INTERNATIONAL INC.
SCHNEIDER ELECTRIC SYSTEMS USA,) INC.
SEQUOIA VENTURES INC.
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STEEL GRIP, INC.
STERLING FLUID SYSTEMS (USA) LLC
THE BONITZ COMPANY
THE GOODYEAR TIRE & RUBBER (COMPANY)
THE LINCOLN ELECTRIC COMPANY
THE WILLIAM POWELL COMPANY
TIMKEN GEARS & SERVICES INC.
UNION CARBIDE CORPORATION
VALVES AND CONTROLS US, INC.
VELAN VALVE CORP.
VIKING PUMP, INC.

VISTRA INTERMEDIATE COMPANY LLC)
WARREN PUMPS LLC)
WIND UP, LTD.)
YUBA HEAT TRANSFER LLC)
Defendants.)))

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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and

Kevin W. Paul (MDBA No. 43730) To Be Admitted *Pro Hac Vice* **DEAN OMAR BRANHAM SHIRLEY, LLP** 302 N. Market Street, Suite 300

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Other email: spepin@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

May 22, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
RONALD J. BROOKSHIRE and BELVIA R. BROOKSHIRE,) C/A NO. 2024-CP-40
Jan Vario Grisiana,)
Plaintiffs,)
v.) In Re:
) Asbestos Personal Injury Litigation
3M COMPANY) Coordinated Docket
f/k/a MINNESOTA MINING AND)
MANUFACTURING COMPANY) Living Lung Cancer
4520 CORP., INC.)
individually and as successor-in-interest to)
BENJAMIN F. SHAW COMPANY) <u>COMPLAINT</u>
)
A.O. SMITH CORPORATION)
A.W. CHESTERTON COMPANY) (Jury Trial Demanded)
AIR & LIQUID SYSTEMS CORPORATION)
individually and as successor-in-interest to)
BUFFALO PUMPS, INC.)
AMENITINA ENVIDONIMENTE E ENIDOCY)
AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY &)
CONSTRUCTION, INC., individually and as	
successor-in-interest to YEARGIN)
CONSTRUCTION COMPANY, INC.)
successor-in-interest to IMPAC, INC.)
)
AMERON INTERNATIONAL)
CORPORATION)
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.)
ASBESTOS CORPORATION LIMITED)
BAHNSON, INC.)
BEATY INVESTMENTS, INC.))
f/k/a GUY M. BEATY & CO.	,)

BECHTEL CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries)
C.R. HIPP CONSTRUCTION, INC.
CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CARVER PUMP COMPANY
CB&I LAURENS, INC.
CHICAGO BRIDGE & IRON COMPANY LLC)
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER- BROOKS DIVISION)
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)
COOPER INDUSTRIES LLC formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY)
COPELAND CORPORATION LLC
COPES-VULCAN, INC.
COVIL CORPORATION
CROSBY VALVE, LLC
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS,) INC.
DCO LLC)

individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY)
DEZURIK, INC.)
ECODYNE CORPORATION)
EIDP, INC. f/k/a E.I. du PONT de NEMOURS AND COMPANY)
ELECTROLUX HOME PRODUCTS, INC. individually and as successor-in-interest to COPES-VULCAN)
EMERSON ELECTRIC CO. individually and as successor-in-interest to COPELAND CORPORATION)
FERGUSON ENTERPRISES LLC)
FISHER CONTROLS INTERNATIONAL LLC)
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.)
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY)
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
FLUOR DANIEL SERVICES CORPORATION)
FLUOR ENTERPRISES, INC.)
FMC CORPORATION)

on behalf of its former Peerless Pump business)
FORMOSA PLASTICS CORPORATION, U.S.A., individually and as parent, alter ego, and successor-in-interest to J-M MANUFACTURING COMPANY, INC successor-in-interest to J-M A/C PIPE CORPORATION)
FOSTER WHEELER ENERGY CORPORATION
GARDNER DENVER NASH, LLC individually and as successor-in-interest to THE NASH ENGINEERING COMPANY)
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.)
GREAT BARRIER INSULATION CO.
GRINNELL LLC) d/b/a GRINNELL CORPORATION)
GUARD-LINE, INC.
HAJOCA CORPORATION
HEAT & FROST INSULATION COMPANY, INC.

d/b/a HENRY PRATT COMPANY)
HOBART BROTHERS LLC f/k/a HOBART BROTHERS COMPANY)))
HOK GROUP, INC. f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE)))))
HOWDEN NORTH AMERICA INC. f/k/a HOWDEN BUFFALO, INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY and NEW PHILADELPHIA FAN CO.))))))
HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC.)))))
IMO INDUSTRIES INC.)
INDUSTRIAL HOLDINGS CORPORATION f/k/a THE CARBORUNDUM COMPANY)))
	١,
INTERNATIONAL PAPER COMPANY individually and as successor-by-merger to CHAMPION INTERNATIONAL CORPORATION)))))
individually and as successor-by-merger to CHAMPION INTERNATIONAL	
individually and as successor-by-merger to CHAMPION INTERNATIONAL CORPORATION ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and	

)
JOHN CRANE, INC.)
JOHNSON CONTROLS, INC.)
K-MAC SERVICES INC.)
METROPOLITAN LIFE INSURANCE COMPANY)
MILLER ELECTRIC MFG. LLC individually and as successor-in-interest to SMITH EQUIPMENT)
NIBCO INC.)
O'REILLY AUTO ENTERPRISES LLC individually and as successor-by-merger to CSK AUTO, INC. successor-in-interest to KRAGEN AUTO SUPPLY CO.)
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION)))))))
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)
PIEDMONT INSULATION, INC.)
PNEUMO ABEX LLC individually and as successor-in-interest to ABEX CORPORATION)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION f/k/a CRANE CO.)
RILEY POWER INC.)))

f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION)
RUST ENGINEERING & CONSTRUCTION INC.)
individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.))))
RUST INTERNATIONAL INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.)))))
SCHNEIDER ELECTRIC SYSTEMS USA, INC.)
f/k/a INVENSYS SYSTEMS, INC.)
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)
SPIRAX SARCO, INC.)
STANDARD INSULATION COMPANY OF N. C., INC.)))
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STEEL GRIP, INC. f/k/a INDUSTRIAL GLOVES CO. f/k/a STEEL GRIP SAFETY APPAREL CO.))))
STERLING FLUID SYSTEMS (USA) LLC)
THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY	
THE GOODYEAR TIRE & RUBBER COMPANY)))
THE LINCOLN ELECTRIC COMPANY)

TIMKEN GEARS & SERVICES INC.)
individually and as successor-by-merger to)
PHILADELPHIA GEAR CORP.)
)
UNION CARBIDE CORPORATION)
)
VALVES AND CONTROLS US, INC.)
f/k/a WEIR VALVES & CONTROLS USA)
INC. d/b/a ATWOOD & MORRILL CO., INC.)
)
VELAN VALVE CORP.)
)
VIKING PUMP, INC.)
)
VISTRA INTERMEDIATE COMPANY)
LLC,)
individually and as successor-in-interest to CRSS INC.)
CRSS INC.))
WARREN PUMPS LLC))
WARRENT OWN 5 EEC))
WIND UP, LTD.)
individually and as successor-in-interest to	<i>,</i>
PIPE & BOILER INSULATION, INC. f/k/a	<i>'</i>
CAROLINA INDUSTRIAL INSULATING CO.)
	<u> </u>
YUBA HEAT TRANSFER LLC)
)
Defendants.)
)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, RONALD J. BROOKSHIRE and BELVIA R. BROOKSHIRE (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff Ronald J. Brookshire has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products and through asbestos dust and fibers

carried home on his father Harland Brookshire's person and clothing. Plaintiff was also exposed to asbestos dust and fibers during various times throughout his life while performing automotive body work, mechanic work, and maintenance on his personal vehicles and family's vehicles.

- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff and his father Harland Brookshire to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.

- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Ronald J. Brookshire, and/or his father Harland Brookshire, and/or Plaintiff's father, experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b) the Premises Defendants invited the Plaintiff Ronald J. Brookshire as a welder, medic and millwright; and his father Harland Brookshire as a millwright, on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
 - (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.

- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Ronald J. Brookshire's lung cancer.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Ronald J. Brookshire and his father Harland Brookshire experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Plaintiff Ronald J. Brookshire and his father Harland Brookshire in South Carolina and North Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.
- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Ronald J. Brookshire and his father Harland Brookshire

experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Ronald J. Brookshire to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. In addition to being exposed to asbestos through his own employment, Plaintiff Ronald J. Brookshire was also exposed to asbestos dust and fibers carried home on his father Harland Brookshire 's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained in the family home. Plaintiff Ronald J. Brookshire's exposure to asbestos dust and fibers occurred through his contact with his father Harland Brookshire's work clothing and person when greeting him and interacting with him on a daily basis at the end of each workday. Plaintiff Ronald J. Brookshire's exposure to asbestos dust and fibers also occurred through spending time in his father's vehicle in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air that they breathed throughout their family home.
- 15. Plaintiff Ronald J. Brookshire's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiffs' injuries and damages.

- 16. Plaintiff Ronald J. Brookshire nor Plaintiff's father Harland Brookshire were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 17. Plaintiff Ronald J. Brookshire and Plaintiff's father Harland Brookshire worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity," and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.

DEFENDANT	ALTERNATE ENTITY
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC., and IMPAC, INC.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BW/IP INC.	its wholly owned subsidiaries
CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY
CLEAVER-BROOKS, INC.	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC.	UNION PUMP COMPANY
COOPER INDUSTRIES LLC	GARDNER DENVER INDUSTRIAL MACHINERY
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
EIDP, INC.	E.I. du PONT de NEMOUR AND COMPANY
ELECTROLUX HOME PRODUCTS, INC.	COPES-VULCAN
EMERSON ELECTRIC CO.	COPELAND CORPORATION
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP

DEFENDANT	ALTERNATE ENTITY
FORMOSA PLASTICS CORPORATION U.S.A	J-M MANUFACTURING COMPANY, INC. and J-M A/C PIPE CORPORATION
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY
HOBART BROTHERS LLC	HOBART BROTHERS COMPANY
HOK GROUP, INC.	HELLMUTH, OBATA AND KASSABAUM, INC.; CRS SIRRINE and J.E. SIRRINE
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY and NEW PHILADELPHIA FAN CO.
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY

DEFENDANT	ALTERNATE ENTITY
INTERNATIONAL PAPER COMPANY	CHAMPION INTERNATIONAL CORPORATION
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
J-M MANUFACTURING COMPANY, INC.	J-M A/C PIPE CORPORATION
MILLER ELECTRIC MFG. LLC	SMITH EQUIPMENT
O'REILLY AUTO ENTERPRISES LLC	CSK AUTO, INC. and KRAGEN AUTO SUPPLY CO.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PNEUMO ABEX LOC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.

DEFENDANT	ALTERNATE ENTITY
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	INVENSYS SYSTEMS, INC.
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
STEEL GRIP, INC.	INDUSTRIAL GLOVES CO. and STEEL GRIP SAFETY APPAREL CO.
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
TIMKEN GEARS & SERVICES INC.	PHILADELPHIA GEAR CORP.
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

19. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

- 20. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 21. As a direct and proximate result of the conduct as alleged within, Plaintiff Ronald J. Brookshire suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 22. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronald J. Brookshire incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Ronald J. Brookshire's medical treatment is ascertained.
- 23. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Navy service or on any federal enclave. Plaintiffs disclaim each and every claim or cause of action related to actions taken by or at the direction of any former or current federal officer. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiffs' military service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiffs presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action

arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

24. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronald J. Brookshire incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

- 25. Plaintiffs are currently residents of the State of North Carolina. Plaintiff Ronald J. Brookshire was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina. He was also exposed to asbestos dust and fibers carried home on the clothing and person of his father Harland Brookshire while Plaintiff Ronald J. Brookshire lived in the family home.
- 26. Defendant, **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing

products, present at numerous jobsites in South Carolina and North Carolina. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, 4520 CORP., INC., as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred

in the State of South Carolina and North Carolina. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 28. Defendant, A.O. SMITH CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters, present at numerous jobsites in South Carolina and North Carolina. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 29. Defendant, **A.W. CHESTERTON COMPANY**, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and

packing materials, present at numerous jobsites in South Carolina and North Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps, present at numerous jobsites in South Carolina and North Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 31. Defendant, AMENTUM ENVIRONMENT & ENERGY, INC., f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 32. Defendant, **AMERON INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, AMERON INTERNATIONAL CORPORATION was authorized to do business in the State of

South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bondstrand pipes, present at numerous jobsites in South Carolina and North Carolina. AMERON INTERNATIONAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AMERON INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves, present at numerous jobsites in South Carolina and North Carolina. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 34. Defendant, ARMSTRONG INTERNATIONAL, INC., was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps, present at numerous jobsites in South Carolina and North Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 35. Defendant, **ASBESTOS CORPORATION LIMITED**, was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATIONN LIMITED was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and North Carolina. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's

disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 38. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.
- 39. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Byron Jackson pumps and Borg Warner pumps and valves, present at numerous jobsites in South Carolina and North Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, C.R. HIPP CONSTRUCTION, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, C.R. HIPP CONSTRUCTION, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. C.R. HIPP CONSTRUCTION, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against C.R. HIPP CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 41. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers, present at numerous jobsites in South Carolina and North Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 42. Defendant, **CARVER PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps, present at numerous jobsites in South Carolina and North Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of

South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 43. Defendant, CB&I LAURENS, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CB&I LAURENS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves, present at numerous jobsites in South Carolina and North Carolina. CB&I LAURENS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CB&I LAURENS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 44. Defendant, **CHICAGO BRIDGE & IRON COMPANY LLC**, was and is an Illinois limited liability company with its principal place of business in Texas. At all times material hereto, CHICAGO BRIDGE & IRON COMPANY LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. CHICAGO BRIDGE & IRON COMPANY LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CHICAGO BRIDGE & IRON COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **CLEAVER-BROOKS**, **INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers, present at numerous jobsites in South Carolina and North Carolina. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or

contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 46. Defendant, **CLYDE UNION INC.**, f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps, present at numerous jobsites in South Carolina and North Carolina. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 47. Defendant, **COOPER INDUSTRIES LLC**, formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, COOPER INDUSTRIES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Gardner Denver pumps, present at numerous jobsites in South Carolina and North Carolina. COOPER INDUSTRIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COOPER INDUSTRIES LLC arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, COPELAND CORPORATION LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Copeland compressors, present at numerous jobsites in South Carolina and North Carolina. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

- 49. Defendant, COPES-VULCAN, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan soot blowers and valves, present at numerous jobsites in South Carolina and North Carolina. COPES-VULCAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 50. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL

CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, CROSBY VALVE, LLC, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves, present at numerous jobsites in South Carolina and North Carolina. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout United **DANIEL** the southeastern States. INTERNATIONAL CORPORATION is sued Product Defendant. DANIEL INTERNATIONAL as a CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 53. Defendant, **DAVIS MECHANICAL CONTRACTORS, INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **DCO LLC**, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY, was and is a Virginia limited liability company with its principal place of business in Tennessee. At all times material hereto, DCO LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Victor gaskets, present at numerous jobsites in South Carolina and North Carolina. DCO LLC is sued as a Product Defendant. Furthermore, this Defendant has

done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

- place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan soot blowers and valves, present at numerous jobsites in South Carolina and North Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 56. Defendant, **ECODYNE CORPORATION**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler cooling towers, present at numerous jobsites in South Carolina and North Carolina. ECODYNE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ECODYNE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 57. Defendant, **EIDP, INC.**, f/k/a E.I. DU PONT DE NEMOURS AND COMPANY, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto, EIDP, INC., directly or indirectly, owned and/or controlled premises at which Plaintiff Ronald J. Brookshire was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the DuPont plants located in Camden, South Carolina and Castle Hayne, North Carolina. EIDP, INC. is sued as a Premises Defendant.
- 58. Defendant, **ELECTROLUX HOME PRODUCTS, INC.**, individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan soot blowers and valves, present at numerous jobsites in South Carolina and North Carolina. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **EMERSON ELECTRIC CO.**, individually and as successor-in-interest to COPELAND CORPORATION, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Keystone valves and Copeland compressors, present at numerous jobsites in South Carolina and North Carolina. EMERSON ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury,

occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

- 60. Defendant, FERGUSON ENTERPRISES LLC, was and is a Virginia limited liability company with its principal place of business in Virginia. At all times material hereto, FERGUSON ENTERPRISES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipes, present at numerous jobsites in South Carolina and North Carolina. FERGUSON ENTERPRISES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FERGUSON ENTERPRISES LLC arise out of this Defendant's business activities in the State of South Carolina.
- Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to,

asbestos-containing Fisher valves, present at numerous jobsites in South Carolina and North Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant. **FLOWSERVE** CORPORATION. f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Duriron pumps and Durco pumps and valves present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 63. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Edward valves, Rockwell valves, and Vogt valves, present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.
- 64. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not

limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, at numerous jobsites throughout the southeastern United States. **FLUOR** present CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. **FLUOR** CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which

exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, FLUOR DANIEL SERVICES CORPORATION, was and is a 66. Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or

contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 67. Defendant, FLUOR ENTERPRISES, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 68. Defendant, **FMC CORPORATION** on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At

all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina and North Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **FORMOSA PLASTICS CORPORATION**, **U.S.A.**, individually and as parent, alter ego, and successor-in-interest to J-M MANUFACTURING COMPANY, INC. successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FORMOSA PLASTICS CORPORATION, U.S.A. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipe, present at numerous jobsites in South Carolina and North Carolina. FORMOSA PLASTICS CORPORATION, U.S.A. is sued as a Product Defendant. Furthermore, this Defendant has done

and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FORMOSA PLASTICS CORPORATION, U.S.A. arise out of this Defendant's business activities in the State of South Carolina.

- 70. Defendant, FOSTER WHEELER ENERGY CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Foster Wheeler boilers and cooling towers, present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 71. Defendant, **GARDNER DENVER NASH**, **LLC**, individually and as successor-ininterest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability

company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps, present at numerous jobsites in South Carolina and North Carolina. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **GENERAL BOILER CASING COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a

Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and North Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of

South Carolina and North Carolina. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 74. Defendant, GENERAL ELECTRIC COMPANY, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric generators, motors and turbines, present at numerous jobsites in South Carolina and North Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 75. Defendant, **GENUINE PARTS COMPANY**, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing automotive friction products including Raylock brakes, clutches, gaskets and auto body compounds from NAPA dealers in Camden, SC and Canton, NC, purchased and used by Plaintiff on his personal and family vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestoscontaining Goulds pumps, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina

and North Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- 77. Defendant, GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **GRINNELL**, **LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves, present at numerous jobsites in South Carolina and North Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 80. Defendant, **GUARD-LINE, INC.**, was and is a Texas corporation with its principal place of business in Texas. At all times material hereto, GUARD-LINE, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gloves, present at numerous jobsites in South Carolina and North Carolina. GUARD-LINE, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GUARD-LINE, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 81. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipe,

commonly used in underground water and sewage, present at numerous jobsites in South Carolina and North Carolina. HAJOCA CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT 83. COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Henry Pratt valves, present at numerous jobsites in South Carolina and North Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 84. Defendant, **HOBART BROTHERS LLC**, f/k/a HOBART BROTHERS COMPANY, was and is an Ohio limited liability company with its principal place of business in Ohio. At all times material hereto, HOBART BROTHERS LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding,

supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing welding rods and equipment, present at numerous jobsites in South Carolina and North Carolina. HOBART BROTHERS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HOBART BROTHERS LLC arise out of this Defendant's business activities in the State of South Carolina.

KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HOK GROUP, INC. is sued as both a Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff

Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, HOWDEN NORTH AMERICA, INC. f/k/a HOWDEN BUFFALO INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY and NEW PHILADELPHIA FAN CO., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans and blowers and New Philadelphia fans, present at numerous jobsites in South Carolina and North Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 87. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 88. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps, present at numerous jobsites in South Carolina and North Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

89. Defendant, **INDUSTRIAL HOLDINGS CORPORATION**, f/k/a THE CARBORUNDUM COMPANY, was and is a New York corporation with its principal place of business in New York. At all times material hereto, INDUSTRIAL HOLDINGS CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carborundum grinding wheels, present at numerous jobsites in South Carolina and North Carolina. INDUSTRIAL HOLDINGS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J.

Brookshire's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, INTERNATIONAL PAPER COMPANY, individually and as successor-by-merger to CHAMPION INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto, INTERNATIONAL PAPER COMPANY owned and/or controlled premises at which Plaintiff Ronald J. Brookshire was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Champion Pulp and Paper Mill facility located in Canton, North Carolina. INTERNATIONAL PAPER COMPANY is sued as a Premises Defendant.
- 91. Defendant, ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, Hoffman pumps and valves, Kennedy valves, and McDonnel & Miller valves and steam traps, present at numerous jobsites in South Carolina and North Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and

services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

- 92. Defendant, J-M MANUFACTURING COMPANY, INC., successor-in-interest to J-M A/C PIPE CORPORATION, was and is a Delaware corporation with its principal place of business in California. At all times material hereto, J-M MANUFACTURING COMPANY, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipe, present at numerous jobsites in South Carolina and North Carolina. J-M MANUFACTURING COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J-M MANUFACTURING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 93. Defendant, **J. & L. INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, **JOHN CRANE**, **INC.**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, JOHN CRANE, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and packing, present at numerous jobsites in South Carolina and North Carolina. JOHN CRANE, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina,

including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 95. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves, present at numerous jobsites in South Carolina and North Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 96. Defendant, **K-MAC SERVICES INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, K-MAC SERVICES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. K-MAC SERVICES INC. is sued as a Product Defendant. K-MAC SERVICES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of K-MAC Services Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injuries, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against K-MAC SERVICES INC. arise out of this Defendant's business activities in the State of South Carolina.

- 97. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 98. Defendant, **MILLER ELECTRIC MFG. LLC**, individually and as successor-ininterest to SMITH EQUIPMENT, was and is a Wisconsin limited liability company with its principal place of business in Wisconsin. At all times material hereto, MILLER ELECTRIC MFG. LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Miller welding rods, present at numerous jobsites in South Carolina and North Carolina. MILLER ELECTRIC MFG. LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against MILLER ELECTRIC MFG. LLC arise out of this Defendant's business activities in the State of South Carolina.

99. Defendant, **NIBCO INC.**, was and is an Indiana corporation with its principal place of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nibco gaskets, valves and packing, present at numerous jobsites in South Carolina and North Carolina. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina

and North Carolina. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, O'REILLY AUTO ENTERPRISES LLC, individually and as successor-100. by-merger to CSK AUTO, INC. successor-in-interest to KRAGEN AUTO SUPPLY CO., was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTO ENTERPRISES LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining automotive friction products including brakes, brake linings, blocks, clutches, gaskets and auto body compounds from O'Reilly dealers in Camden, SC and Canton, NC, purchased and used by Plaintiff on his personal and family vehicles. O'REILLY AUTO ENTERPRISES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against O'REILLY AUTO ENTERPRISES LLC arise out of this Defendant's business activities in the State of South Carolina.

101. Defendant, **PARAMOUNT GLOBAL** f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New

York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers, generators, motors and turbines, present at numerous jobsites in South Carolina and North Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

102. Defendant, PATTERSON PUMP COMPANY, was and is an Ohio corporation with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps, present at numerous jobsites in South Carolina and North Carolina. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

103. Defendant, PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injuries, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 104. Defendant, PIEDMONT INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 105. Defendant, **PNEUMO ABEX LLC**, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, PNEUMO ABEX LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing automotive friction products including brake linings and blocks from NAPA dealers in Camden, SC and Canton, NC, purchased and used by Plaintiff on his personal and family vehicles. PNEUMO ABEX LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PNEUMO ABEX LLC arise out of this Defendant's business activities in the State of South Carolina.

106. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire to lethal

doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane valves and packing, and Chapman valves and packing, present at numerous jobsites in South Carolina and North Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

108. Defendant, **RILEY POWER INC.** f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts

corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

109. Defendant, **RUST ENGINEERING & CONSTRUCTION INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, RUST INTERNATIONAL INC., individually and as successor-in-110. interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or

contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, SCHNEIDER ELECTRIC SYSTEMS USA, INC. f/k/a INVENSYS SYSTEMS, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves, present at numerous jobsites in South Carolina and North Carolina. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

112. Defendant, **SEQUOIA VENTURES INC.** f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves, present at numerous jobsites in South Carolina and North Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of

South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

114. Defendant, STANDARD INSULATION COMPANY OF N. C., INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina

and North Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

115. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

116. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South

Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

117. Defendant, **STEEL GRIP, INC.** f/k/a INDUSTRIAL GLOVES CO. f/k/a STEEL GRIP SAFETY APPAREL CO., was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, STEEL GRIP, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to,

asbestos-containing industrial gloves, present at numerous jobsites in South Carolina and North Carolina. STEEL GRIP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STEEL GRIP, INC. arise out of this Defendant's business activities in the State of South Carolina.

118. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina and North Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.

- 119. Defendant. THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, THE BONITZ COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. THE BONITZ COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Cranite packing used on Crane valves, present at numerous jobsites in South Carolina and North

Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

121. Defendant, THE LINCOLN ELECTRIC COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE LINCOLN ELECTRIC COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing welding rods and equipment, present at numerous jobsites in South Carolina and North Carolina. THE LINCOLN ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE LINCOLN ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 122. Defendant, THE WILLIAM POWELL COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves, present at numerous jobsites in South Carolina and North Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 123. Defendant, **TIMKEN GEARS & SERVICES INC.**, individually and as successor-by-merger to PHILADELPHIA GEAR CORP., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, TIMKEN GEARS & SERVICES INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Philadelphia gear pumps, present at numerous jobsites in South Carolina and North Carolina. TIMKEN GEARS & SERVICES INC.

is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against TIMKEN GEARS & SERVICES INC. arise out of this Defendant's business activities in the State of South Carolina.

124. Defendant, UNION CARBIDE CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Calidria raw asbestos fibers used in drywall compounds and Bakelite boards, present at numerous jobsites in South Carolina and North Carolina. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

125. Defendant, **VALVES AND CONTROLS US, INC.**, f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation

with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves, present at numerous jobsites in South Carolina and North Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves, present at numerous jobsites in South Carolina and North Carolina. VELAN VALVE CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.

- 127. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, present at numerous jobsites in South Carolina and North Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 128. Defendant, **VISTRA INTERMEDIATE COMPANY LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestoscontaining materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. VISTRA INTERMEDIATE COMPANY LLC is sued as both a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

129. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps, present at numerous jobsites in South Carolina and North Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

130. Defendant, WIND UP, LTD., individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Ronald J. Brookshire, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina

and North Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, YUBA HEAT TRANSFER LLC, was and is a Delaware limited 131. liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters and heat transfer equipment, present at numerous jobsites in South Carolina and North Carolina. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Ronald J. Brookshire's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.
- of working with asbestos-containing products, materials, and/or equipment in their immediate vicinity at premises of Defendants EIDP, INC. and INTERNATIONAL PAPER COMPANY (collectively, hereinafter the "Premises Defendants"). All other Defendants (except for METROPOLITAN LIFE INSURANCE COMPANY), or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to

this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 133. Plaintiffs bring this action for monetary damages as a result of Plaintiff Ronald J. Brookshire contracting an asbestos-related disease.
- 134. Plaintiff Ronald J. Brookshire was diagnosed with lung cancer on or about December 14, 2023.
- 135. Plaintiff Ronald J. Brookshire's lung cancer was caused by his exposure to asbestos during the course of his employment, as well as through the asbestos dust and fibers carried home on the clothing and person of his father during the years in which he lived in the family home. Plaintiff was also exposed asbestos during various times throughout his life while performing automotive body work, mechanic work, and maintenance on his personal vehicles and family's vehicles.
- asbestos-containing products through his work as a welder, medic and millwright for various employers from approximately the early 1970s to late 2000s, at various industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff worked as a welder with the Iron Worker Crew fabricating different types of metal products using welding rods and welding equipment. Plaintiff also replaced valves, valve stem packing, valve flange gaskets, bearings and gaskets throughout the facilities where he worked, including the cooling tower pumps on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well cutting, repairing, installing and removing asbestos-containing

insulation, materials and other products. As a medic, Plaintiff was responsible for providing first aid to Daniel employees, as well as, eliminating any potential safety hazards. He walked around the plant every day and was exposed to asbestos on a daily basis. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 137. During his work history, Plaintiff Ronald J. Brookshire was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, generators, motors, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 138. Plaintiff Ronald J. Brookshire was exposed to Defendants' asbestos-containing products through his work as a welder and medic for Daniel Construction from approximately the early 1970s to mid 1970s at the DuPont plants located in Camden, SC and Castle Hayne, NC.
- 139. Plaintiff Ronald J. Brookshire was exposed to Defendants' asbestos-containing products through his work as a millwright for Champion International Corporation a/k/a Blue Ridge Paper Products from approximately the mid 1970s through 2007, at the Champion Paper Mill facility located in Canton, NC.
- 140. Plaintiff was also exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing automotive body work, mechanic work, and maintenance on his personal vehicles and family's vehicles in South Carolina and North Carolina from approximately early 1960s through 2019. Mr. Brookshire also repaired and restored several classic cars throughout his life. Repairs and restorations include, but not limited to, body work, brakes, rotors, engines, etc. These activities exposed Plaintiff to asbestos dust and fibers.

- 141. During the course of Plaintiff Ronald J. Brookshire's employment at the location(s) mentioned above, during other occupational and non-occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 142. Plaintiff Ronald J. Brookshire was further exposed as a result of his father Harland Brookshire's employment as a millwright for Champion Paper from approximately the late 1940s to the mid 1960s. Plaintiff's father was exposed to asbestos through his work throughout the various job sites, and was further exposed through his work around various other trades, including but not necessarily limited to premises workers, maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos-containing materials.
- 143. While employed as a millwright, Plaintiff's father Harland Brookshire wore his own clothes to work, was exposed to asbestos dust and fibers that he brought home on his work clothes, fell off in his vehicle and were on his body including his hair, that distributed and reentrained in his vehicle and home which caused Plaintiff Ronald J. Brookshire to be exposed to said asbestos dust in sufficient amounts as to cause him to develop lung cancer.
- 144. From approximately the late 1940s to the mid 1960s, Plaintiff Ronald J. Brookshire was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at his father's jobsites which Plaintiff came in contact with off premises through contact with his father's work clothes, personal possessions, and vehicle. Plaintiff's exposure to asbestos dust and fibers occurred through his contact with his father's work clothing and person when greeting him at the end of the workday, through spending time in his father's vehicle in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air

that they breathed throughout their home. These activities further exposed Plaintiff to asbestos dust and fibers.

- 145. Plaintiff Ronald J. Brookshire's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Ronald J. Brookshire's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 146. Plaintiffs nor Plaintiff Ronald J. Brookshire's father Harland Brookshire were aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 147. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 148. As a direct and proximate result of the conduct as alleged within, Plaintiff Ronald J. Brookshire suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 149. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Ronald J. Brookshire has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Ronald J. Brookshire's medical treatment is ascertained.

150. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

- 151. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.
- 152. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.
- 153. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks

inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Ronald J. Brookshire and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

154. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Ronald J. Brookshire's lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Ronald J. Brookshire and his father Harland Brookshire. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

- 155. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Ronald J. Brookshire, and his father Harland Brookshire, would use or be in proximity to and exposed to said asbestos fibers.
- 156. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Ronald J. Brookshire, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 157. Plaintiff Ronald J. Brookshire, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's and Plaintiff's father Harland Brookshire's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

- 158. Plaintiff Ronald J. Brookshire suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Ronald J. Brookshire and his father Harland Brookshire were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 159. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Ronald J. Brookshire's injuries, and all damages thereby sustained by Plaintiff Ronald J. Brookshire. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 160. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Ronald J. Brookshire and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Ronald J. Brookshire and others similarly situated.
- 161. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, and other lung damages. This

knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.
- 163. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Ronald J. Brookshire.

164. Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Ronald J. Brookshire, his father Harland Brookshire, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

165. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

166. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION (Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

167. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

168. Plaintiff Ronald J. Brookshire suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Ronald J. Brookshire and his father Harland Brookshire were not aware

at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

- 169. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Ronald J. Brookshire's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 170. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and others similarly situated.
- 171. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Ronald J. Brookshire and his father Harland Brookshire, would use or be in proximity to and exposed to said asbestos fibers.
- 172. Plaintiff Ronald J. Brookshire, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's and his father Harland Brookshire's exposure to

asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

- 173. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 174. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Ronald J. Brookshire's lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.
- 175. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach

the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Ronald J. Brookshire herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

- 176. Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Ronald J. Brookshire, his father Harland Brookshire, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and others similarly situated were exposed.
- 177. Defendants' defective products as described above were a direct cause of Plaintiff Ronald J. Brookshire's injuries, and the damages thereby sustained.
- 178. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Ronald J. Brookshire, his father Harland Brookshire, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for

foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

180. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Ronald J. Brookshire, and his father Harland Brookshire, and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

- 181. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 182. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 183. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION inhibity of Defendants Resed upon Respondent Superior

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondeat Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

184. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

- 185. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Ronald J. Brookshire and/or his father Harland Brookshire worked and/or spent time as alleged above.
- 186. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Ronald J. Brookshire and his father Harland Brookshire were exposed.
- 187. Employees handling and disturbing asbestos-containing products in Plaintiff Ronald J. Brookshire's and his father Harland Brookshire's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 188. Employees handling and disturbing asbestos-containing products in Plaintiff Ronald J. Brookshire's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 189. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 190. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Ronald J. Brookshire and his father Harland Brookshire, who also inhaled those fibers, and on the surfaces of work areas, where further activity

caused the fibers to once again be released into the air and inhaled by Plaintiff Ronald J. Brookshire.

- 191. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 192. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Ronald J. Brookshire.
- 193. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Ronald J. Brookshire and his father Harland Brookshire that they were being exposed to asbestos, failed to adequately warn Plaintiff and his father Harland Brookshire of the harm associated with their exposure to asbestos, and provide them with protection to prevent their inhalation of asbestos.
- 194. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Ronald J. Brookshire.
- 195. Defendants' employees owed Plaintiff Ronald J. Brookshire and his father Harland Brookshire a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 196. Defendants' employees breached this duty of care as described above.

- 197. At all times mentioned, Plaintiff Ronald J. Brookshire and his father Harland Brookshire were unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 198. As a direct result of the Defendants' employees conduct, Plaintiff Ronald J. Brookshire's and his father Harland Brookshire's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Ronald J. Brookshire and the damages and injuries as complained of herein by Plaintiffs.
- J. Brookshire were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.
- 200. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondent superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Ronald J. Brookshire.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 172. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 173. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Ronald J. Brookshire and his father Harland Brookshire worked and/or spent time.
- 174. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 175. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Ronald J. Brookshire, and his father Harland Brookshire, and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Ronald J. Brookshire would be exposed to dangerous asbestos dust beyond the present.
- 176. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their

employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons, including Plaintiff.

- 177. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Ronald J. Brookshire and his father Harland Brookshire, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.
- 178. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Ronald J. Brookshire and his father Harland Brookshire were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 179. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Ronald J. Brookshire and his father Harland Brookshire, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.
- 180. At all times herein mentioned, Plaintiff Ronald J. Brookshire and his father Harland Brookshire were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

- 181. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 182. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Ronald J. Brookshire, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 183. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 184. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 185. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Ronald J. Brookshire and his father Harland Brookshire, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.
- 186. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for

foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Ronald J. Brookshire became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Ronald J. Brookshire to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 187. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 188. The actions of Defendants also constituted negligence *per se*.
- Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Ronald J. Brookshire Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 190. The negligence *per se* of Defendants was a proximate cause of Plaintiff Ronald J. Brookshire's injuries.

FOR A SIXTH CAUSE OF ACTION

(Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 191. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 192. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Ronald J. Brookshire and his father Harland Brookshire of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff, his father, and others in their vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

193. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Ronald J. Brookshire suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 194. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 195. Design Defendants owed Plaintiff Ronald J. Brookshire and his father Harland Brookshire a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 196. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.
 - (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.

- (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
- (f) By such other failures as will be proved at trial.

197. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Ronald J. Brookshire suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 200. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Ronald J. Brookshire and his father Harland Brookshire carried out their duties and was inhaled by Plaintiff Ronald J. Brookshire.

201. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Ronald J. Brookshire and his father Harland Brookshire were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Ronald J. Brookshire consequently developed lung cancer, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 202. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 203. That during, before and after Plaintiff Ronald J. Brookshire's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Ronald J. Brookshire and his father Harland Brookshire in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Ronald J. Brookshire and his father Harland Brookshire. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 204. The foregoing representations were material conditions precedent to Plaintiff Ronald J. Brookshire's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Ronald J. Brookshire act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Ronald J. Brookshire was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

205. As a direct and proximate result Plaintiff Ronald J. Brookshire's and his father Harland Brookshire's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

- 206. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 207. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 208. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 209. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of

profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

- 210. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Ronald J. Brookshire and his father Harland Brookshire were exposed to and breathed asbestos dust which resulted in Plaintiff Ronald J. Brookshire's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.
- 211. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Ronald J. Brookshire and his father Harland Brookshire were exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Ronald J. Brookshire's illness.
- 212. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.

- 213. Plaintiff Ronald J. Brookshire and his father Harland Brookshire unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 214. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Ronald J. Brookshire from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 215. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Ronald J. Brookshire and his father Harland Brookshire.
- 216. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Ronald J. Brookshire and his father Harland Brookshire were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff and his father, their co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Ronald J. Brookshire and his father Harland Brookshire of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff and his father the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 217. During the relevant time period the Plaintiff Ronald J. Brookshire and his father Harland Brookshire were exposed to and did inhale and/or ingest asbestos dust, fibers, and

particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.

- 218. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Ronald J. Brookshire, and his father Harland Brookshire, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:
 - (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.
 - (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant

- hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Ronald J. Brookshire and his father Harland Brookshire.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.

- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Ronald J. Brookshire and his father Harland Brookshire to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 219. Plaintiff Ronald J. Brookshire and his father Harland Brookshire reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-

containing products and/or machinery requiring or calling for the use of asbestos and/or asbestoscontaining products.

220. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Ronald J. Brookshire and his father Harland Brookshire were deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR AN ELEVENTH CAUSE OF ACTION (Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Belvia R. Brookshire Complains of Defendants, and Alleges as Follows:

- 221. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 222. Plaintiffs Ronald J. Brookshire and Belvia R. Brookshire were married on February 14, 2004 and at all times relevant to this action were husband and wife.
- 223. Prior to his injuries as alleged, Plaintiff Ronald J. Brookshire was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Ronald J. Brookshire has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Belvia R. Brookshire was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.

224. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Ronald J. Brookshire as set forth herein, Plaintiff's spouse and co-Plaintiff Belvia R. Brookshire suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

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and

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ATTORNEYS FOR PLAINTIFFS

May 22, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
JERRY P. ROSS and PAULETTE W. ROSS,) C/A NO. 2024-CP-40
Plaintiffs, v. ASCEND PERFORMANCE MATERIALS OPERATIONS LLC AIR & LIQUID SYSTEMS CORPORATION)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket))) SUMMONS
ASBESTOS CORPORATION LIMITED ASCO, L.P.)))
ATLAS TURNER INC.)))
BAHNSON, INC.)
BEATY INVESTMENTS, INC.)
BELDEN INC.)
CARRIER CORPORATION)
CB&I LAURENS, INC.)
CFM-V.R. TESCO INC.)
CGR PRODUCTS, INC.)
COVIL CORPORATION)
DAIFUKU AIRPORT AMERICA CORPORATION)))
DAIKIN APPLIED AMERICAS INC.)
DANIEL INTERNATIONAL CORPORATION)))
)

INC.
EMERSON ELECTRIC CO.
ERICO INTERNATIONAL) CORPORATION)
FISHER CONTROLS INTERNATIONAL LLC
FLOWSERVE CORPORATION)
FLOWSERVE US INC.
FLUOR CONSTRUCTORS INTERNATIONAL
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION
GENERAL ELECTRIC COMPANY
GRAYBAR ELECTRIC COMPANY, INC.
GREAT BARRIER INSULATION CO.
GREENVILLE VALVE & FITTING CO.
GRINNELL LLC
HAHN-MASON AIR SYSTEMS, INC.
GRAYBAR ELECTRIC COMPANY, INC. GREAT BARRIER INSULATION CO. GREENVILLE VALVE & FITTING CO. GRINNELL LLC HAHN-MASON AIR SYSTEMS, INC. HEAT & FROST INSULATION COMPANY, INC.
HOFFMAN & HOFFMAN INC

HONEYWELL INTERNATIONAL INC.
ITT LLC
J. & L. INSULATION, INC.
J. R. DEANS COMPANY, INC.
JOHNSON CONTROLS, INC.
JOY GLOBAL UNDERGROUND MINING LLC)
METROPOLITAN LIFE INSURANCE COMPANY)
MRC GLOBAL (US) INC.
NEDERMAN CORPORATION)
OCCIDENTAL CHEMICAL CORPORATION
PHARMACIA LLC
PAYNE & KELLER COMPANY
PIEDMONT INSULATION, INC.
POLYTECH SERVICES, INC.
PRESNELL INSULATION CO., INC.
Q-TECH EQUIPMENT & SERVICES OF THE CAROLINAS, LLC
RUST ENGINEERING & CONSTRUCTION) INC.
RUST INTERNATIONAL INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.
SCHNEIDER ELECTRIC USA, INC.

3

SPIRAX SARCO, INC.)
STAFFORD INSULATION COMPANY)
STANDARD INSULATION COMPANY OF N. C., INC.	
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STRAHMAN VALVES, INC.)
TACO, INC.)
THE BONITZ COMPANY)
THE WILLIAM POWELL COMPANY)
TORRES ELECTRICAL SUPPLY COMPANY, INC.)))
VERANTIS CORPORATION)
VIKING PUMP, INC.)
VIMASCO CORPORATION)
VISTRA INTERMEDIATE COMPANY LLC)))
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.)))))
Defendants.)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint

upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

June 18, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
JERRY P. ROSS and PAULETTE W. ROSS,) C/A NO. 2024-CP-40
Plaintiffs, v. ASCEND PERFORMANCE MATERIALS OPERATIONS LLC f/k/a ASCEND PERFORMANCE MATERIALS LLC, a subsidiary of SK CAPITAL PARTNERS, individually and as successor-in-interest to THE CHEMSTRAND CORPORATION)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)) Living Mesothelioma))
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.	COMPLAINT COMPLAINT J J J J J J J J J J J J J
ASBESTOS CORPORATION LIMITED ASCO, L.P.)))
f/k/a ASCO VALVE, INC. ATLAS TURNER, INC. f/k/a ATLAS ASBESTOS COMPANY LTD.)))
BAHNSON, INC.))
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)))
BELDEN INC.)
CARRIER CORPORATION)
CB&I LAURENS, INC.	
CFM-V.R. TESCO INC. f/k/a DURAMETALLIC CORPORATION)))
CGR PRODUCTS, INC. f/k/a CAROLINA GASKET AND RUBBER COMPANY, INC.)))

COVIL CORPORATION)
DAIFUKU AIRPORT AMERICA CORPORATION f/k/a JERVIS B. WEBB COMPANY)
DAIKIN APPLIED AMERICAS INC. individually and as successor-by-merger to MCQUAY-PERFEX INC.)
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS, INC.)
EMERSON ELECTRIC CO. individually and as successor-in-interest to APPLETON GROUP))))
ERICO INTERNATIONAL CORPORATION individually and successor-by-merger to ERICO PRODUCTS, INC.))))
FISHER CONTROLS INTERNATIONAL LLC)))
FLOWSERVE CORPORATION individually and as successor-in-interest to DURAMETALLIC CORPORATION)))
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC.))))
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION))))
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)))
FLUOR DANIEL SERVICES CORPORATION))))

2

FLUOR ENTERPRISES, INC.
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENERAL ELECTRIC COMPANY
GRAYBAR ELECTRIC COMPANY, INC.
GREAT BARRIER INSULATION CO.
GREENVILLE VALVE & FITTING CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
HAHN-MASON AIR SYSTEMS, INC. f/k/a ROBERT E. MASON & CO., INC.
HEAT & FROST INSULATION COMPANY, INC.
HOFFMAN & HOFFMAN, INC.
HONEYWELL INTERNATIONAL INC. individually and as successor-by-merger to HONEYWELL, INC, and as successor-in-interest to ALVEY, INC.
ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW J. & L. INSULATION, INC. J. R. DEANS COMPANY, INC. JOHNSON CONTROLS, INC.
J. & L. INSULATION, INC.
J. R. DEANS COMPANY, INC.
JOHNSON CONTROLS, INC.
)

JOY GLOBAL UNDERGROUND MINING)
LLC)
f/k/a JOY TECHNOLOGIES, INC.
f/k/a JOY TECHNOLOGIES LLC
METROPOLITAN LIFE INSURANCE)
COMPANY
)
MRC GLOBAL (US) INC.
f/k/a MCJUNKIN RED MAN CORPORATION)
f/k/a MCJUNKIN CORPORATION)
NEDERMAN CORROR ATION
NEDERMAN CORPORATION 6/1/10 DNIELIMA EIL CORPORATION
f/k/a PNEUMAFIL CORPORATION)
OCCIDENTAL CHEMICAL
CORPORATION
individually and as successor-in-interest to
DUREZ CORPORATION)
)
PHARMACIA LLC
f/k/a PHARMACIA CORPORATION)
f/k/a MONSANTO COMPANY)
,)
PAYNE & KELLER COMPANY
f/k/a PAYNE AND KELLER INC.
)
PIEDMONT INSULATION, INC.
POLYTECH SERVICES, INC.
)
PRESNELL INSULATION CO., INC.
Q-TECH EQUIPMENT & SERVICES OF
THE CAROLINAS, LLC
f/k/a CARRINGTON ENGINEERING SALES
)
RUST ENGINEERING & CONSTRUCTION)
INC.
individually and as successor-in-interest to
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC.
,)
RUST INTERNATIONAL INC.
individually and as successor-in-interest to)
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC.

)	
SCHNEIDER ELECTRIC SYSTEMS USA, INC. f/k/a INVENSYS SYSTEMS, INC.	
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D COMPANY)	
SPIRAX SARCO, INC.	
STAFFORD INSULATION COMPANY	
STANDARD INSULATION COMPANY OF N. C., INC.	
STARR DAVIS COMPANY, INC.	
STARR DAVIS COMPANY OF S.C., INC.	
STRAHMAN VALVES, INC.	
TACO, INC.	
THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY)	
THE WILLIAM POWELL COMPANY	
TORRES ELECTRICAL SUPPLY COMPANY, INC.	
VERANTIS CORPORATION d/b/a VERANTIS ENVIRONMENTAL SOLUTIONS GROUP f/k/a THE CEILCOTE COMPANY)	
VIKING PUMP, INC.	
VIMASCO CORPORATION)	
VISTRA INTERMEDIATE COMPANY LLC individually and as successor-in-interest to CRSS INC.	
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.	

Defendants.	
)
	,

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, JERRY P. ROSS and PAULETTE W. ROSS (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Jerry P. Ross was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. Asbestos fibers can cause a variety of both non-malignant and malignant diseases when inhaled or ingested. Asbestosis is a non-malignant disease which results from scar tissue forming in the gas exchange regions of the lung. Pleural fibrosis (a/k/a pleural plaques) is another non-malignant disease caused by scar tissue forming in the sub-mesothelial connective tissue around the lungs and abdominal organs. Lung cancer and cancers of the digestive track are malignant tumors which form in the lung typically around a conducting airway or in organs associated with digestion. Finally, mesothelioma is a malignant tumor resulting from the uncontrolled growth of cells in a mesothelial lining such as the pleura or peritoneum.
- 3. "Latency" is the amount of time between the first exposure to asbestos and the time when disease becomes clinically apparent. Mesothelioma's latency period is typically between 10 and 50 or more years. It takes many decades for a sufficient number of genetic mutations to occur in a mesothelial cell because of the body's defense mechanisms seek out and destroy defective cells. Even lower range and short-term exposures to asbestos can cause mesothelioma. Ongoing exposures continue to increase the risk for developing disease.

- 4. Mesothelioma is a "signature disease" or "signal tumor" for asbestos exposure, meaning the mere presence of mesothelioma indicates a person was exposed to asbestos. Presently there is no known cure for mesothelioma.
- 5. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 6. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 7. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 8. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.

- 9. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 10. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 11. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Jerry P. Ross experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises/Employer Defendants." Further, the Premises/Employer Defendants failed to maintain safe workplaces by means of identifying hazardous substances, such as asbestos, which were existing on its premises, and/or that they hired contractors to enter and perform work with or on asbestos materials and equipment. At all times relevant to this action:
 - (a) the Premises/Employer Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b) the Premises/Employer Defendants invited the Plaintiff Jerry P. Ross as a machine operator, on to Defendants' premises to perform work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).

- (c) the Premises/Employer Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises/Employer Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestoscontaining materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Jerry P. Ross' mesothelioma.
- 12. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Jerry P. Ross experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 13. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 14. Plaintiffs' claims against the Premises/Employer Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina, and/or contracting with contractors in South Carolina for others to cross state lines to work on Defendant's premises.
- 15. Plaintiffs' claims against the Premise/Employer Defendants, as defined herein, are not subject to South Carolina's Title 42 Workers Compensation Statute ("WCS"):
 - a. Plaintiff Jerry P. Ross' occupational disease falls outside the jurisdiction, scope, and coverage of the WCS. Plaintiff Jerry P. Ross was exposed to asbestos while employed at Monsanto's plant in Greenwood, South

Carolina from approximately 1966—Mid 1990s. Mr. Ross contracted (or was disabled by) his occupational disease (mesothelioma) in April 2024, approximately 30 years after Mr. Ross' last exposure to asbestos at Monsanto. The latency period of Mr. Ross disease from last exposure to diagnosis being 30 years, presents two fatal obstacles to Mr. Ross or his family's claim for compensation under South Carolina's Workers Compensation Statute (WCS).

- (i) First, the WCS states that "[n]o compensation shall be payable for any pulmonary disease arising out of the inhalation of organic or inorganic dust or fumes unless the claimant suffers disability as described in Section 42–9–10 or Section 42–9–20 and shall not be compensable under Section 42–9–30." S.C. Code § 42–11–60.
- (ii) Since § 42–11–60 specifically addresses the compensability for pulmonary disease, and it is undisputed mesothelioma is a pulmonary disease, Mr. Ross could only be entitled to compensation under §§ 42–9–10 or 42–9–20.
- (iii) Unless Employees were entitled to compensation under § 42-11-60, their pulmonary disease is not even deemed to be an "accident" within the meaning of the Act. *See Drake v. Raybestos-Manhattan, Inc.*, 127 S.E.2d 288, 291 (S.C. 1962) (involving the statute that was predecessor to § 42-11-60 providing that "[n]o compensation shall be payable for any pulmonary disease arising out of the inhalation of organic or inorganic dusts unless the claimant shall have been exposed thereto by his employment for a period of at least one year and unless he suffers a total disability therefrom"), overruled on other grounds, *Hunt v. Whitt*, 306 S.E.2d 621 (S.C. 1983).
- (iv) This distinction is important in this case because "an award under the general disability statutes [§§ 42-9-10 or 42-9-20] must be predicated upon a showing of a loss of earning capacity, whereas an award under the scheduled loss statute [§ 42-9-30] does not require such a showing." Skinner, 716 S.E.2d at 446 (internal quotation marks omitted). The claimant bears the burden of proving the lost wages. See Coleman v. Quality Concrete Prods., Inc., 142 S.E.2d 43, 45 (S.C. 1965).
- (v) Thus Mr. Ross, 80-years-old, and 30 years removed from his last exposure to asbestos at Monsanto, bears the burden of showing lost wages due to lowered earning capacity caused by his disease. The inability to show lost wages at Monsanto caused by his occupational disease mesothelioma acts to forever bar compensation of Mr. Ross' claim under the Workers Compensation system..
- (vi) Second, S.C. Code Ann. § 42–11–70 provides the time period within which Mr. Ross has to contract his occupational disease in order to be compensable, and states that Mr. Ross must contract his disease

within 2 years of his last exposure to asbestos at Monsanto. As detailed above, Mr. Ross did not contract or become disabled from his occupational disease until 30 years after his last exposure, and therefore Mr. Ross' claim falls outside the two-year period prescribed by SC Code Ann. §42-11-70, accordingly Plaintiffs' claims are removed from the purview of the WCS. As such, the WCS exclusivity provision SC Code Ann. § 42-1-540, does not apply to Plaintiffs' common law claims alleged herein.

- b. The WCS's substitution of an exclusive statutory remedy for a common law remedy due to an occupational disease which can never be compensable under the statutory remedy violates the South Carolina State Constitution Art I, § 9 Open Court and Remedies Clause and the Due Process and Equal Protection Clauses of the United States and South Carolina constitutions.
- c. The WCS's differential treatment of employees with latent diseases caused by ionizing radiation exposure and employees with latent diseases caused by asbestos exposure violates the South Carolina State Constitution Art I, § 3 Equal Protection of Laws Clause.
- d. The South Carolina legislature in enacting the current WCS specifically designed to benefit employees, like Plaintiff Jerry P. Ross, did not intend to leave a certain class of employees who have suffered the most serious work-related injuries, i.e. mesothelioma caused by occupational exposure to asbestos due to an employer's fault, without any redress under the WSC or at common law.
- 16. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Jerry P. Ross experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 17. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Jerry P. Ross to asbestos in this State, subjecting them to the

jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

- 18. Plaintiff Jerry P. Ross' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 19. Plaintiffs were not aware at the time of exposure that asbestos or asbestoscontaining products presented any risk of injury and/or disease.
- 20. Plaintiff Jerry P. Ross worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 21. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
ASCEND PERFORMANCE MATERIALS OPERATIONS LLC	ASCEND PERFORMANCE MATERIALS LLC, SK CAPITAL PARTNERS, and THE CHEMSTRAND CORPORATION
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
ASCO, L.P.	ASCO VALVE, INC.
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
CFM-V.R. TESCO INC.	DURAMETALLIC CORPORATION
CGR PRODUCTS, INC.	CAROLINA GASKET AND RUBBER COMPANY, INC.
DAIFUKU AIRPORT AMERICA CORPORATION	JERVIS B. WEBB COMPANY
DAIKIN APPLIED AMERICAS INC.	MCQUAY-PERFEX INC.
EMERSON ELECTRIC CO.	APPLETON GROUP
ERICO INTERNATIONAL CORPORATION	ERICO PRODUCTS, INC.
FLOWSERVE CORPORATION	DURAMETALLIC CORPORATION
FLOWSERVE US INC.	EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.

DEFENDANT	ALTERNATE ENTITY
GRINNELL LLC	GRINNELL CORPORATION
HAHN-MASON AIR SYSTEMS, INC.	ROBERT E. MASON & CO., INC.
HONEYWELL INTERNATIONAL INC.	HONEYWELL, INC. and ALVEY, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW
JOY GLOBAL UNDERGROUND MINING LLC	JOY TECHNOLOGIES, INC. and JOY TECHNOLOGIES LLC
MRC GLOBAL (US) INC.	MCJUNKIN RED MAN CORPORATION and MCJUNKIN CORPORATION
NEDERMAN CORPORATION	PNEUMAFIL CORPORATION
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PHARMACIA LLC	PHARMACIA CORPORATION and MONSANTO COMPANY
Q-TECH EQUIPMENT & SERVICES OF THE CAROLINAS, LLC	CARRINGTON ENGINEERING SALES
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	INVENSYS SYSTEMS, INC.

DEFENDANT	ALTERNATE ENTITY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
VERANTIS CORPORATION	VERANTIS ENVIRONMENTAL SOLUTIONS GROUP and THE CEILCOTE COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

- 22. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 23. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 24. As a direct and proximate result of the conduct as alleged within, Plaintiff Jerry P. Ross suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure

to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

- 25. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Jerry P. Ross incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Jerry P. Ross' medical treatment is ascertained.
- 26. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Air Force service or on any federal enclave. Plaintiffs disclaim each and every claim or cause of action related to actions taken by or at the direction of any former or current federal officer. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiff's military service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiff's presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.
- 27. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Jerry P. Ross incurred, and will continue to incur, loss of profits and commissions, a

diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

- 28. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Jerry P. Ross was exposed to asbestos during the course of his career at job site(s), located in South Carolina.
- 29. Defendant, ASCEND PERFORMANCE MATERIALS OPERATIONS LLC f/k/a ASCEND PERFORMANCE MATERIALS LLC, a subsidiary of SK CAPITAL PARTNERS, individually successor-in-interest THE and as to CHEMSTRAND CORPORATION, was and is a Delaware limited liability company with its principal place of business in Texas, and was authorized to do business in the State of South Carolina. At all times material hereto, ASCEND PERFORMANCE MATERIALS OPERATIONS LLC, directly or indirectly, owned and/or controlled premises at which Plaintiff Jerry P. Ross was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Chemstrand/Monsanto plant located in Greenwood, South Carolina. ASCEND PERFORMANCE MATERIALS OPERATIONS LLC is sued as a Premises/Employer Defendant.
- 30. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or

retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps, present at numerous jobsites in South Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, ASBESTOS CORPORATION LIMITED, was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATION LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.

- 32. Defendant, **ASCO**, **L.P.** f/k/a ASCO VALVE, INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, ASCO, L.P. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing ASCO valves, present at numerous jobsites in South Carolina. ASCO, L.P. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ASCO, L.P. arise out of this Defendant's business activities in the State of South Carolina.
- 33. Defendant, ATLAS TURNER INC., f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ATLAS TURNER INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, BAHNSON, INC., was and is a North Carolina corporation with its 34 principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 35. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of

South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **BELDEN INC.**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Belden conductor cables and associated materials, present at numerous jobsites in South Carolina. BELDEN INC. is sued as a Product Defendant. Furthermore, this Defendant has done

and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BELDEN INC. arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, CARRIER CORPORATION, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier air compressors and HVAC products, present at numerous jobsites in South Carolina. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **CB&I LAURENS**, **INC.**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CB&I LAURENS, INC. was while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves, present at numerous jobsites in South Carolina. CB&I LAURENS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CB&I LAURENS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 39. Defendant, **CFM-V.R. TESCO INC.**, *ftk/a* DURAMETALLIC CORPORATION, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CFM-V.R. TESCO INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durametallic packing, present at numerous jobsites in South Carolina. CFM-V.R. TESCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CFM-V.R. TESCO INC. arise out of this Defendant's business activities in the State of South Carolina.
- 40. Defendant, **CGR PRODUCTS, INC.**, f/k/a CAROLINA GASKET AND RUBBER COMPANY, INC., was and is a North Carolina corporation with its principal place of business in

North Carolina. At all times material hereto, CGR PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and packing, present at numerous jobsites in South Carolina. CGR PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CGR PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff

- Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 42. Defendant, DAIFUKU AIRPORT AMERICA CORPORATION, f/k/a JERVIS B. WEBB COMPANY, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, DAIFUKU AIRPORT AMERICA CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Unibelt conveyor equipment and associated materials, present at numerous jobsites in South Carolina. DAIFUKU AIRPORT AMERICA CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAIFUKU AIRPORT AMERICA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 43. Defendant, **DAIKIN APPLIED AMERICAS INC.**, individually and as successor-by-merger to MCQUAY-PERFEX INC., was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, DAIKIN APPLIED AMERICAS INC. was

authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing HVAC equipment and associated materials, present at numerous jobsites in South Carolina. DAIKIN APPLIED AMERICAS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAIKIN APPLIED AMERICAS INC. arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous iobsites throughout the southeastern United States. DANIEL **INTERNATIONAL** CORPORATION a Product Defendant. DANIEL INTERNATIONAL sued as CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross to

lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAVIS MECHANICAL

CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 46. Defendant, EMERSON ELECTRIC CO., individually and as successor-ininterest to APPLETON GROUP, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Appleton conduit connectors and electrical component parts, present at numerous jobsites in South Carolina. EMERSON ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.
- 47. Defendant, **ERICO INTERNATIONAL CORPORATION**, individually and as successor-by-merger to ERICO PRODUCTS, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, ERICO INTERNATIONAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing electrical component parts and materials, present at numerous jobsites in South Carolina. ERICO INTERNATIONAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ERICO INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, FISHER CONTROLS INTERNATIONAL LLC, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves, present at numerous jobsites in South Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

- 49. Defendant, FLOWSERVE CORPORATION, individually and as successor-ininterest to DURAMETALLIC CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durametallic packing, present at numerous jobsites in South Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 50. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, present at numerous jobsites in South Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the

State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 53. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **FLUOR ENTERPRISES**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it

did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, GENERAL BOILER CASING COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States, GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 56. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber present at numerous jobsites in South Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 57. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric wires and cables, panels, generators, transformers, motors and electrical component parts, present at numerous jobsites in South Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, GRAYBAR ELECTRIC COMPANY, INC., was and is a New York corporation with its principal place of business in Missouri. At all times material hereto, GRAYBAR ELECTRIC COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical component parts and materials, present at numerous jobsites in South Carolina. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 59. Defendant, GREAT BARRIER INSULATION CO., was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.
- 60. Defendant, **GREENVILLE VALVE & FITTING CO.**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, GREENVILLE VALVE & FITTING CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing valves and associated materials, present at numerous jobsites in South Carolina. GREENVILLE VALVE & FITTING CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GREENVILLE VALVE & FITTING CO. arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **GRINNELL**, **LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves, present at numerous jobsites in South Carolina. GRINNELL, LLC is sued as a Product Defendant. GRINNELL, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 62. Defendant, HAHN-MASON AIR SYSTEMS, INC. f/k/a ROBERT E. MASON & CO., INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HAHN-MASON AIR SYSTEMS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining HVAC equipment and associated materials, present at numerous jobsites in South Carolina. HAHN-MASON AIR SYSTEMS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HAHN-MASON AIR SYSTEMS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the

southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **HOFFMAN & HOFFMAN**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HOFFMAN & HOFFMAN, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing HVAC equipment and associated materials, present at numerous jobsites in South Carolina. HOFFMAN & HOFFMAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred

in the State of South Carolina. Plaintiffs' claims against HOFFMAN & HOFFMAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, HONEYWELL INTERNATIONAL, INC., individually and as successor-by-merger to HONEYWELL, INC., and as successor-in-interest to ALVEY, INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Honeywell valves, present at numerous jobsites in South Carolina. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. HONEYWELL INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, **ITT LLC** f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do

business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves and Hoffman pumps and valves, present at numerous jobsites in South Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross to lethal doses of

asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, J. R. DEANS COMPANY, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, J. R. DEANS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. J. R. DEANS COMPANY, INC. is sued as a Product Defendant, J. R. DEANS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. R. DEANS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 69. Defendant, JOHNSON CONTROLS, INC., was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves, present at numerous jobsites in South Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 70. Defendant, **JOY GLOBAL UNDERGROUND MINING LLC** f/k//a JOY TECHNOLOGIES, INC. f/k/a JOY TECHNOLOGIES LLC, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, JOY GLOBAL UNDERGROUND MINING LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Joy compressors, present at numerous jobsites in South Carolina. JOY GLOBAL UNDERGROUND MINING LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does

substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOY GLOBAL UNDERGROUND MINING LLC arise out of this Defendant's business activities in the State of South Carolina.

- 71. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- 72. Defendant, MRC GLOBAL (US) INC. f/k/a MCJUNKIN RED MAN CORPORATION f/k/a MCJUNKIN CORPORATION, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, MRC GLOBAL (US) INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves and packing materials, present at numerous jobsites in South Carolina. MRC GLOBAL (US) INC. is sued as a Product Defendant. MRC GLOBAL (US) INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities,

which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against MRC GLOBAL (US) INC. arise out of this Defendant's business activities in the State of South Carolina.

- 73. **CORPORATION** Defendant, **NEDERMAN** f/k/a **PNEUMAFIL** CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, NEDERMAN CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining LUWA air handler equipment and associated materials, present at numerous jobsites in South Carolina. NEDERMAN CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against NEDERMAN CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 74. Defendant, **OCCIDENTAL CHEMICAL CORPORATION** individually and as successor-in-interest to DUREZ CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions,

and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injuries, occurred in the State of South Carolina. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 76. Defendant, **PHARMACIA LLC** f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, was and is a Delaware limited liability company with its principal place of business in New Jersey, and was authorized to do business in the State of South Carolina. At all times material hereto, PHARMACIA LLC, directly or indirectly, owned and/or controlled premises at which Plaintiff Jerry P. Ross was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Chemstrand/Monsanto plant located in Greenwood, South Carolina. PHARMACIA LLC is sued as a Premises/Employer Defendant.
- 77. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross to lethal doses of asbestos. Furthermore, this Defendant has

done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 78. Defendant, **POLYTECH SERVICES**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, POLYTECH SERVICES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical component parts and materials, present at numerous jobsites in South Carolina. POLYTECH SERVICES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against POLYTECH SERVICES, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 79. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, Q-TECH EQUIPMENT & SERVICES OF THE CAROLINAS, LLC f/k/a CARRINGTON ENGINEERING SALES, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, Q-TECH EQUIPMENT & SERVICES OF THE CAROLINAS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves and associated equipment, present at numerous jobsites in South Carolina. Q-TECH

EQUIPMENT & SERVICES OF THE CAROLINAS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against Q-TECH EQUIPMENT & SERVICES OF THE CAROLINAS, LLC arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, RUST ENGINEERING & CONSTRUCTION INC., individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST

ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.

- 82. Defendant, RUST INTERNATIONAL INC., individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestoscontaining materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.
- 83. Defendant, **SCHNEIDER ELECTRIC SYSTEMS USA, INC.** f/k/a INVENSYS SYSTEMS, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in

the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves, present at numerous in South Carolina. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **SCHNEIDER ELECTRIC USA**, **INC.** f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Square D electrical panels and components, present at numerous in South Carolina. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs'

claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves and steam traps, present at numerous jobsites in South Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 86. Defendant, **STAFFORD INSULATION COMPANY**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, STAFFORD INSULATION COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on

piping and equipment, present at numerous jobsites in South Carolina. STAFFORD INSULATION COMPANY is sued as a Product Defendant. STAFFORD INSULATION COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Stafford Insulation Company, exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people,

including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

88. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred

in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 89. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.
- 90. Defendant, **STRAHMAN VALVES**, **INC.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, STRAHMAN VALVES, INC. was authorized to do business in the State of South Carolina while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Strahman valves, present at numerous jobsites in South Carolina. STRAHMAN VALVES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STRAHMAN VALVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, **TACO**, **INC.**, was and is a Rhode Island corporation with its principal place of business in Rhode Island. At all times material hereto, TACO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Taco heaters and pumps present at numerous jobsites in South Carolina. TACO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against TACO, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 92. Defendant. THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, THE BONITZ COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. THE BONITZ COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 93. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves, present at numerous jobsites in South Carolina. THE WILLIAM POWELL COMPANY is sued as a Product

Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 94. Defendant, TORRES ELECTRICAL SUPPLY COMPANY, INC. and its Division Universal Refractories, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, TORRES ELECTRICAL SUPPLY COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical component parts and materials, present at numerous jobsites in South Carolina. TORRES ELECTRICAL SUPPLY COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against TORRES ELECTRICAL SUPPLY COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 95. Defendant, **VERANTIS CORPORATION** d/b/a VERANTIS ENVIRONMENTAL SOLUTIONS GROUP f/k/a THE CEILCOTE COMPANY, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto,

VERANTIS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing industrial corrosion protection materials, present at numerous jobsites in South Carolina. VERANTIS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VERANTIS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

96. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, present at numerous jobsites in South Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against

VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 97. Defendant, VIMASCO CORPORATION, was and is a West Virginia corporation with its principal place of business in West Virginia. At all times material hereto, VIMASCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing adhesives and coating compounds, present at numerous jobsites in South Carolina. VIMASCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VIMASCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 98. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing

materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. VISTRA INTERMEDIATE COMPANY LLC is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

99. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Jerry P. Ross, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry P. Ross' disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

working with asbestos-containing products, materials, and/or equipment in their immediate vicinity at premises of Defendants ASCEND PERFORMANCE MATERIALS OPERATIONS LLC and PHARMACIA LLC (collectively, hereinafter the "Premises/Employer Defendants"). All other Defendants (except for METROPOLITAN LIFE INSURANCE COMPANY), or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 101. Plaintiffs brings this action for monetary damages as a result of Plaintiff Jerry P. Ross contracting an asbestos-related disease.
 - 102. Plaintiff Jerry P. Ross was diagnosed with mesothelioma on or about April 4 2024.
- 103. Plaintiff Jerry P. Ross' mesothelioma was caused by his exposure to asbestos during the course of his employment.
- 104. During his work history, Plaintiff Jerry P. Ross was exposed to Defendants' asbestos-containing products through his work in quality control, as a machine operator and his

work on spinning machines for Chemstrand / Monsanto from approximately the mid 1960s to mid 1990s, at the plant facility located in Greenwood, South Carolina. Plaintiff performed various tasks throughout the facility including but not limited to, quality control, operating various machines and working on the spinning machines. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 105. During his work history, Plaintiff Jerry P. Ross was further exposed through his work around other trades including insulators, carpenters, mechanics, pipefitters, boilermakers, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestoscontaining pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 106. During the course of Plaintiff Jerry P. Ross' employment at the location(s) mentioned above, during other occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 107. Plaintiff Jerry P. Ross' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Jerry P. Ross' mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 108. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 109. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers

without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.

110. As a direct and proximate result of the conduct as alleged within, Plaintiff Jerry P.

Ross suffered permanent injuries, including, but not limited to, mesothelioma and other lung

damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure

to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is

proper.

111. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Jerry

P. Ross has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital

care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof

being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all

parties accordingly when the true and exact cost of Plaintiff Jerry P. Ross' medical treatment is

ascertained.

112. As a further direct and proximate result of the conduct as hereinafter alleged,

Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and

other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs

request leave to supplement this Court and all parties accordingly to conform to proof at the time

of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

113. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and

every paragraph of the General Allegations above.

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- 114. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.
- 115. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Jerry P. Ross and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.
- 116. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing

products, and products manufactured for foreseeable use with asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Jerry P. Ross' mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Jerry P. Ross. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

117. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Jerry P. Ross would use or be in proximity to and exposed to said asbestos fibers.

- 118. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Jerry P. Ross, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 119. Plaintiff Jerry P. Ross, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 120. Plaintiff Jerry P. Ross suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Jerry P. Ross were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 121. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Jerry P. Ross' injuries, and all damages thereby sustained by Plaintiff Jerry P. Ross. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 122. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Jerry P. Ross and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Jerry P. Ross and others similarly situated.

- 123. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.
- 125. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in

the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Jerry P. Ross.

- 126. Plaintiff Jerry P. Ross and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Jerry P. Ross, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 127. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 128. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 129. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 130. Plaintiff Jerry P. Ross suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Jerry P. Ross was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 131. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Jerry P. Ross' injuries, and the injuries and damages thereby sustained by Plaintiff.
- 132. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Jerry P. Ross, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Jerry P. Ross, and others similarly situated.
- 133. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne

asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Jerry P. Ross, would use or be in proximity to and exposed to said asbestos fibers.

- 134. Plaintiff Jerry P. Ross, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 135. Defendants and/or their "alternate entities" knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 136. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Jerry P. Ross' mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and

the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 137. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Jerry P. Ross herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 138. Plaintiff Jerry P. Ross and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Jerry P. Ross, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Jerry P. Ross and others similarly situated were exposed.
- 139. Defendants' defective products as described above were a direct cause of Plaintiff Jerry P. Ross' injuries, and the damages thereby sustained.
- 140. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with

conscious disregard for the safety of Plaintiff Jerry P. Ross, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 141. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.
- 142. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate

entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Jerry P. Ross and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

- 143. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 144. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 145. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(General Negligence, Gross Negligence, Deliberate Intention and/or Willful, Wanton and Recklessness against Employer Defendants)

As a Third Distinct Cause of Action for General Negligence, Gross Negligence, and Calculated and Deliberate Intention and/or in Willful, Wanton, or Reckless manner amounting to deliberate intent to seriously injure or kill Plaintiff Jerry P. Ross and other employees similarly situated. Plaintiffs Complain of Employer Defendants, and Allege as Follows:

- 146. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 147. Plaintiff Jerry P. Ross was employed by the Defendants and their predecessors from approximately 1966 to mid 1990s at plants they owned and operated in Greenwood, South Carolina.
- 148. Defendants knew or should have known that asbestos was present at its facility prior to and throughout Plaintiff Jerry P. Ross' employment.
- 149. Defendants knew or should have known of the hazardous of asbestos at the time Plaintiff Jerry P. Ross was hired in approximately 1966.
- 150. Defendants hired Plaintiff Jerry P. Ross to perform occupational duties each knew or should have known would expose Plaintiff Jerry P. Ross to lethal doses of asbestos.
- 151. Throughout Plaintiff Jerry P. Ross' employment, he was exposed to, among other things, significant quantities of asbestos-containing materials and asbestos-containing products that were used for the purpose of making welding rods and other products.
- 152. While employed by Defendants, and their predecessors, Plaintiff Jerry P. Ross was exposed to the asbestos-containing materials and products supplied and used by Defendants, and their predecessors, and specified by Defendants, and their predecessors, for use in the manner in which the materials were used and installed. By working with and around the asbestos materials

and products in his job, Plaintiff Jerry P. Ross was exposed to asbestos fibers emitted from the products. Plaintiff Jerry P. Ross was unaware of the dangers from exposure to asbestos.

- 153. Defendants, and their predecessors, during the time of Plaintiff Jerry P. Ross' employment, acted with negligence, gross negligence and a calculated and deliberate intention and/or in willful, wanton, or reckless manner amounting to deliberate intent to seriously injure or kill Plaintiff Jerry P. Ross and other employees similarly situated. The acts and actions of Defendants, and their predecessors which constituted negligence, gross negligence and a calculated and deliberate intent to injure or kill and a course of willful, wanton, and reckless conduct amounting to a deliberate intent to injure or kill consist of among other things the following acts or conduct:
 - (a) The concealment of information from Plaintiff Jerry P. Ross and others similarly situated which Defendants, and their predecessors, possessed and knew from at least 1930 that exposure to asbestos-containing materials and products presented and posed a significant risk to persons using or exposed to said products of the development of asbestosis and/or cancer.
 - (b) By electing not to initiate any safety program that would have reduced the risk to individuals who were being exposed to asbestos-containing materials and products.
 - (c) By concealing and not informing the employees of warnings that had been issued by the manufacturers of the products concerning the dangers of asbestos to Defendants, and their predecessors, but which were not provided to Plaintiff Jerry P. Ross and others.
 - (d) By failing to inform Plaintiff Jerry P. Ross of the risk thereby permitting Plaintiff Jerry P. Ross and others similarly situated to continue using the products without taking steps to protect themselves.
 - (e) By failing to initiate any training program designed to train Plaintiff Jerry P. Ross and others the proper and correct procedure for handling the asbestos-containing materials and products which Defendants, and their predecessors, knew or should have known were dangerous and presented a serious risk of injury or death.
 - (f) By using products of the type that exceeded all hygienic and accepted standards for use in the industrial workplace.

- (g) By failing to properly monitor or by monitoring and failing to inform of the amount of dust emitted by the asbestos-containing materials and products that were bought and supplied to Plaintiff Jerry P. Ross and others for use during this period of time.
- (h) By failing to initiate any medical monitoring program to examine and provide medical information to Plaintiff Jerry P. Ross and others relating to the effects of the asbestos upon Plaintiff Jerry P. Ross and others, and
- (i) By engaging in a course of corporate misconduct for the purpose of increasing proceeds at the expense, safety, and health of their employees through other numerous corporate acts relating to costs and health risks which Defendants, and their predecessors, knew was not safe or proper.
- 154. Defendants and their predecessors are guilty of "statutory misconduct" in that in exposing Plaintiff Jerry P. Ross to visible asbestos-containing dust, they violated standards for limiting exposure to such dust during the relevant time period.
- 155. Defendants, and their predecessors, had specific and extensive knowledge of the dangers of asbestos exposure, asbestosis, cancer, and mesothelioma during the relevant time periods herein.
- 156. Plaintiff Jerry P. Ross' last injurious exposure to asbestos occurred more than two years prior to his diagnosis of mesothelioma.
- 157. As a direct and proximate result of the acts of Defendants, and their predecessors, combined with the acts of the other Defendants, including the manufacturers and suppliers of asbestos-containing materials, Plaintiff Jerry P. Ross contracted the fatal asbestos-induced disease, mesothelioma.
- 158. As a direct and proximate result of Defendants, and their predecessors', actions, Plaintiff Jerry P. Ross has and will incur medical and hospital bills, has and will suffer tremendous physical, mental, and emotional pain and suffering, has been prevented from engaging in his usual activities, suffers loss of enjoyment of life, and requires extensive assistance and aid just to perform

his normal functions. As a direct and proximate result of Defendants', and their predecessors', actions, Plaintiff Jerry P. Ross developed the fatal asbestos-induced disease, mesothelioma.

FOR A FOURTH CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

- As a Fourth Distinct Cause of Action for Vicarious Liability of Product and Premises/Employer Defendants Based Upon Respondent Superior, Plaintiffs Complain of Defendants, and Allege as Follows:
- 159. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 160. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry P. Ross worked and/or spent time as alleged above.
- 161. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Jerry P. Ross was exposed.
- P. Ross' vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 163. Employees handling and disturbing asbestos-containing products in Plaintiff Jerry P. Ross' and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 164. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 165. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Jerry P. Ross, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Jerry P. Ross.
- 166. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 167. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Jerry P. Ross.
- 168. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Jerry P. Ross that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm

associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 169. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Jerry P. Ross.
- 170. Defendants' employees owed Plaintiff Jerry P. Ross a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 171. Defendants' employees breached this duty of care as described above.
- 172. At all times mentioned, Plaintiff Jerry P. Ross was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 173. As a direct result of the Defendants' employees conduct, Plaintiff Jerry P. Ross' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Jerry P. Ross and the damages and injuries as complained of herein by Plaintiffs.
- 174. The risks herein alleged and the resultant damages suffered by the Plaintiff Jerry P. Ross were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.
- 175. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions

committed by their employees in the course and scope of their work that caused harm to Plaintiff Jerry P. Ross.

FOR A FIFTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractors)

As a Fifth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Premises/Employer Defendants, and Allege as Follows:

- 176. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 177. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry P. Ross worked and/or spent time.
- 178. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 179. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Jerry P. Ross, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Jerry P. Ross would be exposed to dangerous asbestos dust beyond the present.
- 180. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their

employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.

- 181. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Jerry P. Ross, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 182. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Jerry P. Ross was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 183. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Jerry P. Ross, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.
- 184. At all times herein mentioned, Plaintiff Jerry P. Ross was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestoscontaining products and materials.
- 185. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from

the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

- 186. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Jerry P. Ross, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 187. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 188. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 189. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Jerry P. Ross, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.
- 190. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged

herein, Plaintiff Jerry P. Ross became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Jerry P. Ross to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION (Negligence Per Se)

As a Sixth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 191. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 192. The actions of Defendants also constituted negligence *per se*.
- 193. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Jerry P. Ross. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 194. The negligence *per se* of Defendants was a proximate cause of Plaintiff Jerry P. Ross' injuries.

FOR A SEVENTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Seventh Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants and Allege as Follows:

195. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

- 196. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Jerry P. Ross of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff, and others in his vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

197. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Jerry P. Ross suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants

were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As an Eighth Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Design Defendants owed Plaintiff Jerry P. Ross a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 200. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.
 - (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
 - (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
 - (f) By such other failures as will be proved at trial.
- 201. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Jerry P. Ross suffered and incurred actual damages, as described

hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A NINTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As a Ninth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 202. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 203. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 204. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Jerry P. Ross carried out his duties and was inhaled by Plaintiff Jerry P. Ross.
- 205. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Jerry P. Ross were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Jerry P. Ross consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A TENTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 206. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 207. That during, before and after Plaintiff Jerry P. Ross' exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Jerry P. Ross in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Jerry P. Ross. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 208. The foregoing representations were material conditions precedent to Plaintiff Jerry P. Ross' continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Jerry P. Ross act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Jerry P. Ross was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.
- 209. As a direct and proximate result Plaintiff Jerry P. Ross' reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR AN ELEVENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For an Eleventh Distinct Cause of Action for Conspiracy and Concert of Action, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

210. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

- 211. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 212. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 213. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.
- 214. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Jerry P. Ross was exposed to and breathed asbestos dust which resulted in Plaintiff Jerry P. Ross' injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial

assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.

- 215. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Jerry P. Ross was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Jerry P. Ross' illness.
- 216. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 217. Plaintiff Jerry P. Ross unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 218. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Jerry P. Ross from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 219. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote

the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Jerry P. Ross.

- 220. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Jerry P. Ross was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff, his co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Jerry P. Ross of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 221. During the relevant time period the Plaintiff Jerry P. Ross was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 222. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Jerry P. Ross, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:
 - (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large

percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.

- Beginning in approximately 1934, Manville, through its agents, Vandiver (b) Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should

be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Jerry P. Ross.

- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being

- exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Jerry P. Ross to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the asbestos and/or asbestos-containing use products. misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 223. Plaintiff Jerry P. Ross reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.
- 224. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Jerry P. Ross was deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR A TWELFTH CAUSE OF ACTION

(Loss of Consortium)

For a Twelfth Distinct Cause of Action for Loss of Consortium, Plaintiff Paulette W. Ross Complains of Defendants, and Alleges as Follows:

- 225. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 226. Plaintiffs Jerry P. Ross and Paulette W. Ross were married in 1995 and at all times relevant to this action were husband and wife.
- 227. Prior to his injuries as alleged, Plaintiff Jerry P. Ross was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Jerry P. Ross has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Paulette W. Ross was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 228. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Jerry P. Ross as set forth herein, Plaintiff's spouse and co-Plaintiff Paulette W. Ross suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

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ATTORNEYS FOR PLAINTIFFS

June 18, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
GARY S. LACKEY and VIRGINIA C. LACKEY,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
4520 CORP., INC.	
A. LYNN THOMAS COMPANY, INCORPORATED	SUMMONS
A.O. SMITH CORPORATION)
ABB INC.)
AIR & LIQUID SYSTEMS CORPORAT	TION)
ALFA LAVAL INC.)
ALFOL, INC.)
AMENTUM ENVIRONMENT & ENERGINC.	GY,)
ANCHOR/DARLING VALVE COMPAN	
ARMSTRONG INTERNATIONAL, INC	.)
ASBESTOS CORPORATION LIMITED	
ATLAS TURNER INC.)
B & D MARINE AND INDUSTRIAL BOILERS, INC.)))
BADHAM INSULATION COMPANY)
BADHAM INSULATION COMPANY, II	NC.)
BAHNSON, INC.))

BEATY INVESTMENTS, INC.
BECHTEL CORPORATION)
BMW MANUFACTURING CO., LLC
BMW OF NORTH AMERICA, LLC
BURNHAM LLC
BW/IP INC.
CANVAS CT, LLC
CANVAS MW, LLC
CANVAS SX, LLC
CARRIER CORPORATION
CARVER PUMP COMPANY
CELANESE CORPORATION)
CIL, INC.
CLARKSON BROTHERS, INCORPORATED
CLEAVER-BROOKS, INC.
CLYDE UNION INC.
CNA HOLDINGS LLC
COMPUDYNE, LLC
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.
COOPER INDUSTRIES LLC
COPELAND CORPORATION LLC
COPES-VULCAN, INC.
· · · · · · · · · · · · · · · · · · ·

COVIL CORPORATION)
CROSBY VALVE, LLC)
CROWN BOILER CO.)
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS, INC.)
DCO LLC)
DEERE & COMPANY)
DEZURIK, INC.)
EATON CORPORATION)
ECODYNE CORPORATION)
ELECTROLUX HOME PRODUCTS, LLC)
FISHER CONTROLS INTERNATIONAL LLC)
FLOWSERVE CORPORATION)
FLOWSERVE US INC.)
FLUOR CONSTRUCTORS INTERNATIONAL)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
FLUOR DANIEL SERVICES CORPORATION)
FLUOR ENTERPRISES, INC.)
FMC CORPORATION)
FORD MOTOR COMPANY)
)

FOSTER WHEELER ENERGY) CORPORATION)
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.
GRINNELL LLC
HARLEY-DAVIDSON INC.
HEAT & FROST INSULATION COMPANY, INC.
HEFCO, INC.
HENRY PRATT COMPANY, LLC
HOLLINGSWORTH & VOSE COMPANY
HONEYWELL INTERNATIONAL INC.
HPC INDUSTRIAL SERVICES, LLC
IMO INDUSTRIES INC.
INDUSTRIAL AND COMMERCIAL) INSULATION, INC.)
ITT LLC
J. & L. INSULATION, INC.
J. D. SHIELDS CORPORATION
J. R. DEANS COMPANY, INC.

)
LINK-BELT CRANES, L.P., LLLP
MCCORD CORPORATION
MET-PRO TECHNOLOGIES LLC
MORSE TEC LLC
NIBCO INC.
OCCIDENTAL CHEMICAL CORPORATION
OTIS ELEVATOR COMPANY
OTIS WORLDWIDE CORPORATION
PARAMOUNT GLOBAL
PATTERSON PUMP COMPANY)
PECW HOLDING COMPANY
PIEDMONT INSULATION, INC.
PLASTICS ENGINEERING COMPANY)
PNEUMO ABEX LLC
PRESNELL INSULATION CO., INC.
REDCO CORPORATION
RILEY POWER INC.
RUST ENGINEERING & CONSTRUCTION) INC.
RUST INTERNATIONAL INC.
SCHNEIDER ELECTRIC USA, INC.
SEQUOIA VENTURES INC.
SPIRAX SARCO, INC.
)

STANDARD INSULATION COMPANY OF) N. C., INC.	
STARR DAVIS COMPANY, INC.	
STARR DAVIS COMPANY OF S.C., INC.	
STERLING FLUID SYSTEMS (USA) LLC	
TACO, INC.	
TEACHEY MECHANICAL, INC.	
TEACHEY SERVICE COMPANY, INC.	
THE BONITZ COMPANY	
THE GOODYEAR TIRE & RUBBER COMPANY)	
THE MANITOWOC COMPANY, INC.	
THE WILLIAM POWELL COMPANY	
UNION CARBIDE CORPORATION	
VALVES AND CONTROLS US, INC.	
VELAN VALVE CORP.	
VIKING PUMP, INC.	
VISTRA INTERMEDIATE COMPANY LLC	
WARREN PUMPS LLC	
WATTS REGULATOR CO.	
WIND UP, LTD.	
ZF ACTIVE SAFETY US INC.	
ZURN INDUSTRIES, LLC	
ZUUK INTERNATIONAL, INC.	
)	

Defendants.)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

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ATTORNEYS FOR PLAINTIFFS

August 23, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
GARY S. LACKEY and VIRGINIA C. LACKEY,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY 4520 CORP., INC.)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)) Living Lung Cancer)
individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A. LYNN THOMAS COMPANY,) COMPLAINT)
A.O. SMITH CORPORATION) (Jury Trial Demanded))
ABB INC.	
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.)))
ALFA LAVAL INC.)
ALFOL, INC.)
AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC. ANCHOR/DARLING VALVE COMPANY ARMSTRONG INTERNATIONAL, INC. ASBESTOS CORPORATION LIMITED)))))))))))))))))
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ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD.)
B & D MARINE AND INDUSTRIAL BOILERS, INC. f/k/a B & D INDUSTRIAL BOILERS INC.
BADHAM INSULATION COMPANY f/k/a ARMOR INSULATING CO.)
BADHAM INSULATION COMPANY, INC.) f/k/a ARMOR INSULATING CO.)
BAHNSON, INC.
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION
BMW MANUFACTURING CO., LLC
BMW OF NORTH AMERICA, LLC
BURNHAM LLC d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries)
CANVAS CT, LLC f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CANVAS MW, LLC f/k/a THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN)
CANVAS SX, LLC f/k/a SPX, LLC)
CARRIER CORPORATION)
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CELANESE CORPORATION)
C I L, INC. f/k/a CLARKSON BROTHERS, INCORPORATED))))
CLARKSON BROTHERS, INCORPORATED a/k/a C I L, INC.)))
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER-BROOKS DIVISION))))
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)))
CNA HOLDINGS LLC f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC.))))))
COMPUDYNE, LLC f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC.	() () () () ()
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY))))))
COOPER INDUSTRIES LLC formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY))))
COPELAND CORPORATION LLC)) `
COPES-VULCAN, INC.)) `
COVIL CORPORATION))
CROSBY VALVE, LLC)),
CROWN BOILER CO.)),
DANIEL INTERNATIONAL CORPORATION)))

DAVIS MECHANICAL CONTRACTORS,) INC.)
DCO LLC individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY)
DEERE & COMPANY d/b/a JOHN DEERE)
DEZURIK, INC.
EATON CORPORATION)
ECODYNE CORPORATION)
ELECTROLUX HOME PRODUCTS, LLC f/k/a ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN
FISHER CONTROLS INTERNATIONAL) LLC)
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.
FLOWSERVE US INC. individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY)
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION)
FLUOR ENTERPRISES, INC.

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FMC CORPORATION on behalf of its former Peerless Pump business)
FORD MOTOR COMPANY
FOSTER WHEELER ENERGY CORPORATION
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.
GREAT BARRIER INSULATION CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
HARLEY-DAVIDSON INC.
HEAT & FROST INSULATION COMPANY, INC.
HEFCO, INC.
HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY)
HOLLINGSWORTH & VOSE COMPANY
HONEYWELL INTERNATIONAL INC. individually and as successor-in-interest to)

ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION)
HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC.
IMO INDUSTRIES INC.
INDUSTRIAL AND COMMERCIAL) INSULATION, INC.
ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW)
J. & L. INSULATION, INC.
J. D. SHIELDS CORPORATION a/k/a SHIELDS, INC. a/k/a SHIELDS-HAYES INSULATION, INC.
J. R. DEANS COMPANY, INC.
LINK-BELT CRANES, L.P., LLLP
MCCORD CORPORATION
MET-PRO TECHNOLOGIES LLC on behalf of its Dean Pump Division)
MORSE TEC LLC f/k/a BORGWARNER MORSE TEC LLC as successor-by-merger to BORG-WARNER CORPORATION)
NIBCO INC.
OCCIDENTAL CHEMICAL CORPORATION individually and as successor-in-interest to DUREZ CORPORATION)

OTIS ELEVATOR COMPANY)
OTIS WORLDWIDE CORPORATION individually and as successor-in-interest to OTIS ELEVATOR CO.)))
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION))))))))
PATTERSON PUMP COMPANY)
PECW HOLDING COMPANY f/k/a PLASTICS ENGINEERING COMPANY))
PIEDMONT INSULATION, INC.)
PLASTICS ENGINEERING COMPANY d/b/a PLENCO)
PNEUMO ABEX LLC individually and as successor-in-interest to ABEX CORPORATION)
PRESNELL INSULATION CO., INC.)
REDCO CORPORATION f/k/a CRANE CO. individually and as successor-in-interest to PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP.)))))
RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION)))))
RUST ENGINEERING & CONSTRUCTION INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.)))))

RUST INTERNATIONAL INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D COMPANY)
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA) LLC
TACO, INC.
TEACHEY MECHANICAL, INC.
TEACHEY SERVICE COMPANY, INC. individually and as successor-in-interest to TEACHEY MECHANICAL, INC.
THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY)
THE GOODYEAR TIRE & RUBBER (COMPANY)
THE MANITOWOC COMPANY, INC.
THE WILLIAM POWELL COMPANY
UNION CARBIDE CORPORATION)
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.)
VELAN VALVE CORP.

VIKING PUMP, INC.)
VISTRA INTERMEDIATE COMPANY LLC))
individually and as successor-in-interest to CRSS INC.))
WARREN PUMPS LLC)
WATTS REGULATOR CO.))
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.)))))
ZF ACTIVE SAFETY US INC. f/k/a KELSEY-HAYES COMPANY)))
ZURN INDUSTRIES, LLC individually and as successor-in-interest to ERIE CITY IRON WORKS))))
ZUUK INTERNATIONAL, INC. individually and as successor-in-interest to B & D Marine and Industrial Boilers, Inc., and d/b/a B & D BOILERS INC. and MARINE DIESEL INC.))))))
Defendants.))

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, GARY S. LACKEY and VIRGINIA C. LACKEY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Gary S. Lackey has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.

- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Gary S. Lackey experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b) the Premises Defendants invited the Plaintiff Gary S. Lackey as a welder and millwright on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
 - (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
 - (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials

- on Defendants' premises was a substantial factor contributing to cause Plaintiff Gary S. Lackey's lung cancer.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Gary S. Lackey experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Plaintiff Gary S. Lackey in South Carolina and North Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.
- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Gary S. Lackey experienced occupational exposure to lethal

doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Gary S. Lackey to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. Plaintiff Gary S. Lackey's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 15. Plaintiffs were not aware at the time of exposure that asbestos or asbestoscontaining products presented any risk of injury and/or disease.
- 16. Plaintiff Gary S. Lackey worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 17. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of

Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC. and IMPAC, INC.
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
B & D MARINE AND INDUSTRIAL BOILERS, INC.	B & D INDUSTRIAL BOILERS INC.
BADHAM INSULATION COMPANY	ARMOR INSULATING CO.
BADHAM INSULATION COMPANY, INC.	ARMOR INSULATING CO.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BURNHAM LLC	BURNHAM COMMERCIAL and BURNHAM CORPORATION
BW/IP INC.	its wholly owned subsidiaries
CANVAS CT, LLC	SPX COOLING TECHNOLOGIES LLC, MARLEY COOLING TOWER COMPANY

DEFENDANT	ALTERNATE ENTITY
CANVAS MW, LLC	THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN
CANVAS SX, LLC	SPX, LLC
C I L, INC.	CLARKSON BROTHERS, INCORPORATED
CLARKSON BROTHERS, INCORPORATED	C I L, INC.
CLEAVER-BROOKS, INC.	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC.	UNION PUMP COMPANY
CNA HOLDINGS LLC	CELANESE CORPORATION and FIBER INDUSTRIES, INC.
COMPUDYNE, LLC	COMPUDYNE CORPORATION and YORK-SHIPLEY INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
COOPER INDUSTRIES LLC	GARDNER DENVER INDUSTRIAL MACHINERY
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
DEERE & COMPANY	JOHN DEERE
ELECTROLUX HOME PRODUCTS, LLC	ELECTROLUX HOME PRODUCTS, INC. and COPES-VULCAN
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION

DEFENDANT	ALTERNATE ENTITY
FMC CORPORATION	PEERLESS PUMP
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY
HONEYWELL INTERNATIONAL INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW
J. D. SHIELDS CORPORATION	SHIELDS, INC. and SHIELDS-HAYES INSULATION, INC.
MET-PRO TECHNOLOGIES LLC	DEAN PUMP
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION

DEFENDANT	ALTERNATE ENTITY
OTIS WORLDWIDE CORPORATION	OTIS ELEVATOR CO.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION and WESTINGHOUSE ELECTRIC CORPORATION
PECW HOLDING COMPANY	PLASTICS ENGINEERING COMPANY
PLASTICS ENGINEERING COMPANY	PLENCO
PNEUMO ABEX LLC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO., PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
TEACHEY SERVICE COMPANY, INC.	TEACHEY MECHANICAL, INC.
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.

DEFENDANT	ALTERNATE ENTITY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY
ZURN INDUSTRIES LLC	ZURN INDUSTRIES INC. and ERIE CITY IRON WORKS
ZUUK INTERNATIONAL, INC.	B & D MARINE AND INDUSTRIAL BOILERS, INC., B & D BOILERS INC. and MARINE DIESEL INC.

- 18. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 19. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 20. As a direct and proximate result of the conduct as alleged within, Plaintiff Gary S. Lackey suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure

to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

- 21. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Gary S. Lackey incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Gary S. Lackey's medical treatment is ascertained.
- 22. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Gary S. Lackey incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

- 23. Plaintiffs are currently residents of the State of North Carolina. Plaintiff Gary S. Lackey was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.
- 24. Defendant, **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, or products fraudulently marketed to prevent

asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina and North Carolina. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, 4520 CORP., INC., individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in

the State of South Carolina and North Carolina. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 26. Defendant, A. LYNN THOMAS COMPANY, INCORPORATED, was a Virginia corporation with its principal place of business in Virginia. At all times material hereto, A. LYNN THOMAS COMPANY, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. A. LYNN THOMAS COMPANY, INCORPORATED is sued as a Product Defendant. A. LYNN THOMAS COMPANY, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of A. Lynn Thomas Company, Incorporated, exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A. LYNN THOMAS COMPANY, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.
- 27. Defendant, **A.O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH

CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters, and A.O. Smith boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, ABB INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Brown Boveri turbines and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or

contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

- 29. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 30. Defendant, **ALFA LAVAL INC.**, was and is a New Jersey corporation with its principal place of business in Virginia. At all times material hereto, ALFA LAVAL INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing purifier equipment and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ALFA LAVAL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ALFA LAVAL INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, ALFOL, INC., was a North Carolina corporation with its principal place 31. of business in North Carolina. At all times material hereto, ALFOL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. ALFOL, INC. is sued as a Product Defendant. ALFOL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Alfol, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S.

Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ALFOL, INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, AMENTUM ENVIRONMENT & ENERGY, INC., f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 33. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 34. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore,

this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 35. Defendant, ASBESTOS CORPORATION LIMITED, was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATION LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and North Carolina. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.
- 36. Defendant, **ATLAS TURNER**, **INC.**, f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER,

INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and North Carolina. ATLAS TURNER, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **B & D MARINE AND INDUSTRIAL BOILERS, INC.**, f/k/a B & D INDUSTRIAL BOILERS INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, B & D MARINE AND INDUSTRIAL BOILERS, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. B & D MARINE AND INDUSTRIAL BOILERS, INC. is sued as a Product Defendant. B & D MARINE AND INDUSTRIAL BOILERS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations

of B & D Marine and Industrial Boilers, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against B & D MARINE AND INDUSTRIAL BOILERS, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **BADHAM INSULATION** COMPANY, f/k/a **ARMOR** INSULATING CO., was an Alabama corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BADHAM INSULATION COMPANY is sued as a Product Defendant. BADHAM INSULATION COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities,

which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BADHAM INSULATION COMPANY arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, BADHAM INSULATION COMPANY, INC., f/k/a ARMOR INSULATING CO., was a Delaware corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BADHAM INSULATION COMPANY, INC. is sued as a Product Defendant. BADHAM INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BADHAM INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 40. Defendant, BAHNSON, INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 41. Defendant, **BEATY INVESTMENTS**, **INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of

people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

- Defendant, BMW MANUFACTURING CO., LLC, was and is a Delaware 43. limited liability company with its principal place of business in New Jersey. At all times material hereto, BMW MANUFACTURING CO., LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products and associated asbestos materials and components, purchased and used by Plaintiff on his personal, family and friends' motorcycles. BMW MANUFACTURING CO., LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BMW MANUFACTURING CO., LLC arise out of this Defendant's business activities in the State of South Corporation.
- 44. Defendant, **BMW OF NORTH AMERICA**, LLC, was and is a Delaware limited liability company with its principal place of business in New Jersey. At all times material hereto,

BMW OF NORTH AMERICA, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products and associated asbestos materials and components, purchased and used by Plaintiff on his personal, family and friends' motorcycles. BMW OF NORTH AMERICA, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BMW OF NORTH AMERICA, LLC arise out of this Defendant's business activities in the State of South Corporation.

45. Defendant, **BURNHAM LLC**, d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, BURNHAM LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Burnham boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. BURNHAM LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and

services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BURNHAM LLC arise out of this Defendant's business activities in the State of South Carolina.

- 46. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 47. Defendant, **CANVAS CT, LLC**, f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, CANVAS MW, LLC, f/k/a THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, CANVAS MW, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Weil boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CANVAS MW, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in

the State of South Carolina and North Carolina. Plaintiffs' claims against CANVAS MW, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 49. Defendant, CANVAS SX, LLC, f/k/a SPX, LLC, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS SX, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Weil boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CANVAS SX, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CANVAS SX, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 50. Defendant, CARRIER CORPORATION, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier air compressors and HVAC products and associated

asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, CELANESE CORPORATION, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Plaintiff Gary S. Lackey was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries located in Salisbury, North Carolina. CELANESE CORPORATION is sued as a Premises Defendant.
- 53. Defendant, CIL, INC., f/k/a CLARKSON BROTHERS, INCORPORATED, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, C I L, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. C I L, INC. is sued as a Product Defendant. C I L, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of C I L, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against C I L, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 54. Defendant, CLARKSON BROTHERS, INCORPORATED, a/k/a C I L, Inc., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CLARKSON BROTHERS, INCORPORATED was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. CLARKSON BROTHERS, INCORPORATED sued as a Product Defendant. CLARKSON BROTHERS, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Clarkson Brothers, Incorporated, exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLARKSON BROTHERS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.
- 55. Defendant, **CLEAVER-BROOKS**, **INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs'

claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.

- 57. Defendant, CNA HOLDINGS LLC f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Plaintiff Gary S. Lackey was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries located in Salisbury, North Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant.
- 58. Defendant, **COMPUDYNE**, **LLC**, f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC., was and is a Nevada limited liability company with its principal place of business in California. At all times material hereto, COMPUDYNE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. COMPUDYNE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against

COMPUDYNE, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 59. Defendant, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC., d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying asbestos-containing materials to Duke Energy Powerhouses. Mr. Lackey worked at Duke Energy Powerhouses located in South Carolina and North Carolina. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 60. Defendant, **COOPER INDUSTRIES LLC**, formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, COOPER INDUSTRIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting,

compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gardner Denver pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. COOPER INDUSTRIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COOPER INDUSTRIES LLC arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, COPELAND CORPORATION LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Copeland compressors and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and

North Carolina. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

- 62. Defendant, COPES-VULCAN, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan blowers, valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. COPES-VULCAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 63. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, CROSBY VALVE, LLC, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs'

claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, CROWN BOILER CO., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, CROWN BOILER CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crown boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. CROWN BOILER CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against CROWN BOILER CO. arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets,

packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **DAVIS MECHANICAL CONTRACTORS, INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Gary S.

Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, DCO LLC, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY, was and is a Virginia limited liability company with its principal place of business in Tennessee. At all times material hereto, DCO LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Victor gaskets and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. DCO LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **DEERE & COMPANY**, d/b/a JOHN DEERE, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, DEERE &

COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing John Deere tractors and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. DEERE & COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DEERE & COMPANY arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **DEZURIK**, **INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeZurik valves and Vulcan valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 71. Defendant, EATON CORPORATION, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical equipment including Cutler-Hammer electrical products and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. EATON CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 72. Defendant, **ECODYNE CORPORATION**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Foster Wheeler cooling towers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ECODYNE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ECODYNE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, ELECTROLUX HOME PRODUCTS, LLC f/k/a ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, LLC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan blowers, valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ELECTROLUX HOME PRODUCTS,LLC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS,LLC. arise out of this Defendant's business activities in the State of South Carolina.

- 74. Defendant, FISHER CONTROLS INTERNATIONAL LLC, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.
- 75. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps, Durco pumps and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell valves, Vogt valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs'

claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State

of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale

and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 81. Defendant, FMC CORPORATION on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, Link-Belt cranes and heavy construction equipment, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 82. Defendant, **FORD MOTOR COMPANY**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, FORD MOTOR COMPANY was authorized to do business in the State of South Carolina while engaged, directly

or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Ford automobiles with asbestos-containing gaskets, friction materials and brakes, brake pads, braking systems as well as other automotive replacement parts purchased and used by Plaintiff on his personal, family and friends' vehicles. FORD MOTOR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, GENERAL BOILER CASING COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites in South Carolina and North Carolina. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL

BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and North Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 86. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing General Electric generators, electrical component parts and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing automotive friction products including Raylock brakes, gaskets and auto body compounds from NAPA dealers in and around Statesville, NC, purchased and used by Plaintiff on his personal, family and friends' vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in

the State of South Carolina and North Carolina. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 88. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.
- 89. Defendant, **GOULDS PUMPS LLC** f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps and associated

asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

90. Defendant, GREAT BARRIER INSULATION CO., was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed

to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

- 91. Defendant, GRINNELL, LLC d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 92. Defendant, **HARLEY-DAVIDSON INC.**, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, HARLEY-DAVIDSON INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing automotive friction products including brakes, clutches and gaskets, purchased and used by Plaintiff on his personal, family and friends' motorcycles. HARLEY-DAVIDSON INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HARLEY-DAVIDSON INC. arise out of this Defendant's business activities in the State of South Carolina.

93. Defendant, HEAT & FROST INSULATION COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, HEFCO, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HEFCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. HEFCO, INC. is sued as a Product Defendant. HEFCO, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Hefco, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HEFCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 95. Defendant, HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Henry Pratt steam valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 96. Defendant, **HOLLINGSWORTH & VOSE COMPANY**, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, HOLLINGSWORTH & VOSE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplier of asbestos rolls used in McCord gaskets, present at numerous jobsites in South Carolina and North Carolina.

HOLLINGSWORTH & VOSE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HOLLINGSWORTH & VOSE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

97. Defendant, HONEYWELL INTERNATIONAL, INC., individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products including Bendix brakes, purchased and used by Plaintiff on his personal, family and friends' vehicles. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 98. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 99. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly,

in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps, turbines and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, INDUSTRIAL AND COMMERCIAL INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is sued as a Product Defendant. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which,

during the actual operations of Industrial and Commercial Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against INDUSTRIAL AND COMMERCIAL INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

101. Defendant, ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Bell & Gossett pumps and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

- 102. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 103. Defendant, **J. D. SHIELDS CORPORATION**, a/k/a SHIELDS, INC. a/k/a SHIELDS-HAYES INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. D. SHIELDS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. D. SHIELDS CORPORATION is sued as a Product Defendant. J. D. SHIELDS CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. D. Shields Corporation, exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J. D. SHIELDS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

104. Defendant, J. R. DEANS COMPANY, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, J. R. DEANS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. R. DEANS COMPANY, INC. is sued as a Product Defendant. J. R. DEANS COMPANY, INC. is also sued

for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. R. Deans Company, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against J. R. DEANS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

partnership with its principal place of business in Kentucky. At all times material hereto, LINK-BELT CRANES, L.P. LLLP was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Link-Belt cranes and heavy construction equipment, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. LINK-BELT CRANES, L.P. LLLP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against LINK-BELT

CRANES, L.P. LLLP arise out of this Defendant's business activities in the State of South Carolina.

Defendant, MCCORD CORPORATION, was and is a Michigan corporation with 106. its principal place of business in Michigan. At all times material hereto, MCCORD CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing McCord gaskets and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. MCCORD CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against MCCORD CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Division, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-

containing Dean Brothers pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. MET-PRO TECHNOLOGIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against MET-PRO TECHNOLOGIES LLC arise out of this Defendant's business activities in the State of South Carolina.

successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Borg-Warner clutches and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. MORSE TEC LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs'

claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

- of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nibco valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.
- 110. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, individually and as successor-in-interest to DUREZ CORPORATION, was and is an New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw

asbestos fibers, present at numerous jobsites in South Carolina and North Carolina. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, OTIS ELEVATOR COMPANY, was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, OTIS ELEVATOR COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Otis elevator brakes, doors, electrical components, and fireproofing materials, present at numerous jobsites in South Carolina. OTIS ELEVATOR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against OTIS ELEVATOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 112. Defendant, OTIS WORLDWIDE CORPORATION, individually and as successor-in-interest to OTIS ELEVATOR CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, OTIS WORLDWIDE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Otis elevator brakes, doors, electrical components, and fireproofing materials, present at numerous jobsites in South Carolina. OTIS WORLDWIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against OTIS WORLDWIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 113. Defendant, **PARAMOUNT GLOBAL** f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers, generators, turbines, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and

North Carolina. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, PECW HOLDING COMPANY f/k/a PLASTICS ENGINEERING 115. COMPANY, was and is a North Carolina corporation with its principal place of business in Florida. At all times material hereto, PECW HOLDING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw asbestos fibers, present at numerous jobsites in South Carolina. PECW HOLDING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PECW HOLDING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

116. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials,

including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw asbestos fibers, present at numerous jobsites in South Carolina. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S.

Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PLASTICS ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

118. Defendant, PNEUMO ABEX LLC, individually and as successor-in-interest to ABEX CORPORATION, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, PNEUMO ABEX LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining automotive friction products including Abex brakes, purchased and used by Plaintiff on his personal, family and friends' vehicles. PNEUMO ABEX LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PNEUMO ABEX LLC arise out of this Defendant's business activities in the State of South Carolina.

119. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

120. Defendant, **REDCO CORPORATION** f/k/a CRANE CO., individually and as successor-in-interest to PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane valves, Pacific boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina,

including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 121. Defendant, RILEY POWER INC. f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.
- 122. Defendant, **RUST ENGINEERING & CONSTRUCTION INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto,

RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.

123. Defendant, RUST INTERNATIONAL INC., individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware
corporation with its principal place of business in Texas. At all times material hereto, RUST
INTERNATIONAL INC. was authorized to do business in the State of South Carolina while
engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,
importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or
retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or
equipment, including, but not limited to, the design of facilities that included the use of asbestos-

containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and North Carolina. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Square D electrical panels and components, present at numerous jobsites in South Carolina and North Carolina. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SCHNEIDER

ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION, 125. was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

126. Defendant, **SPIRAX SARCO**, **INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting,

compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves, present at numerous jobsites in South Carolina and North Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos.

Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

128. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 129. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.
- 130. Defendant, **STERLING FLUID SYSTEMS (USA) LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South

Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.

place of business in Rhode Island. At all times material hereto, TACO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Taco heaters and pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. TACO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in

the State of South Carolina and North Carolina. Plaintiffs' claims against TACO, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, TEACHEY MECHANICAL, INC., was a South Carolina corporation 132. with its principal place of business in South Carolina. At all times material hereto, TEACHEY MECHANICAL, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. TEACHEY MECHANICAL, INC. is sued as a Product Defendant. TEACHEY MECHANICAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Teachey Mechanical, Inc., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against TEACHEY MECHANICAL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 133. Defendant, **TEACHEY SERVICE COMPANY**, **INC.**, individually and as successor-in-interest to TEACHEY MECHANICAL, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, TEACHEY SERVICE COMPANY, INC. was engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. TEACHEY SERVICE COMPANY, INC. is sued as a Product Defendant. TEACHEY SERVICE COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against TEACHEY SERVICE COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

134. Defendant, **THE BONITZ COMPANY** f/k/a BONITZ INSULATION COMPANY, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, THE BONITZ COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South

Carolina and North Carolina. THE BONITZ COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.

135. Defendant, THE GOODYEAR TIRE & RUBBER COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite packing used on Crane valves and Durabla gaskets present at numerous jobsites in South Carolina and North Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

136. Defendant, **THE MANITOWOC COMPANY, INC.**, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, THE

MANITOWOC COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cranes and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. THE MANITOWOC COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE MANITOWOC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

137. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Calidria raw asbestos fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 139. Defendant, **VALVES AND CONTROLS US, INC.**, f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.

140. Defendant, **VELAN VALVE CORP**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. VELAN VALVE CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 142. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not

limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

143. Defendant, WARREN PUMPS LLC, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

144. Defendant, WATTS REGULATOR CO., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, WATTS REGULATOR CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Mueller valves and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. WATTS REGULATOR CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WATTS REGULATOR CO. arise out of this Defendant's business activities in the State of South Carolina.

145. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

146. Defendant, **ZF ACTIVE SAFETY US INC.** f/k/a KELSEY-HAYES COMPANY, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, ZF ACTIVE SAFETY US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and associated asbestos materials, present at numerous jobsites in South Carolina and North Carolina. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

- 147. Defendant, ZURN INDUSTRIES, LLC, individually and as successor-in-interest to ERIE CITY IRON WORKS, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers and strainers, Erie City boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and North Carolina. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 148. Defendant, **ZUUK INTERNATIONAL**, **INC.**, individually and as successor-in-interest to B & D MARINE AND INDUSTRIAL BOILERS, INC., and d/b/a B & D BOILERS INC. and MARINE DIESEL INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, ZUUK INTERNATIONAL, INC. was

engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. ZUUK INTERNATIONAL, INC. is sued as a Product Defendant. ZUUK INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Gary S. Lackey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Gary S. Lackey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against ZUUK INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

149. Plaintiff Gary S. Lackey experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants CELANESE CORPORATION and CNA HOLDINGS LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the

manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 150. Plaintiffs bring this action for monetary damages as a result of Plaintiff Gary S. Lackey contracting an asbestos-related disease.
- 151. Plaintiff Gary S. Lackey was diagnosed with lung cancer on or about August 1, 2023.
- 152. Plaintiff Gary S. Lackey's lung cancer was caused by his exposure to asbestos during the course of his employment.
- asbestos-containing products through his work as an A-Mechanic, Visual Welding Inspector, Millwright, Welder, Pipefitter, Mechanical Engineering Technician A, and an Associate Mechanical Maintenance Instructor for various employers from approximately the late 1960s to 2000s, at various industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff worked at Hoechst Celanese (f/k/a Fiber Industries Inc.) located in Salisbury, North Carolina from approximately the mid 1960s to late 1970s. He also worked at various Duke Energy nuclear plants located in South Carolina and North Carolina from approximately the mid 1970s to early 2000s, including but not limited to the following:
 - 99 Islands Hydro Station Blacksburg, SC
 - Buzzard Roost Generating Station Greenwood County, SC
 - Gaston Shoals Hydro Station Blacksburg, SC
 - Oconee Nuclear Station Seneca, SC
 - W.S. Lee Steam Station Pelzer, SC
 - Wateree Hydro Ridgeway, SC
 - Belews Creek Steam Station Stokes County, NC
 - Buck Steam Station Salisbury, NC
 - Catawba Nuclear Station York, SC
 - Cowans Ford Hydro Station, Cowans Ford, NC

- Cliffside Steam Station Mooresboro, NC
- Cowans Ford Hydro Station Stanley, NC
- Dan River Steam Station Eden, NC
- G. G. Allen Steam Station Belton, NC
- Marshall Steam Station Sherrills Ford, NC
- Oxford Hydro Power Plant Catawba County, NC
- Marshall Steam Station Terrell, NC
- McGuire Nuclear Station Huntersville, NC
- Riverbend Steam Station Mount Holly, NC
- systems at a polyester manufacturing plant. Plaintiff also inspected nuclear safety related welds and welding techniques during construction, removal and/or replacement of asbestos insulation from boilers and replacement of gaskets. Plaintiff worked on a process pipe system, repaired and replaced valves, fittings and pumps on a daily basis as part of the piping system with heavy exposure to asbestos-containing pipe covering everywhere in the poly building. Plaintiff also worked with crane operators working on the large overhead cranes, inspecting the brake changes on the cranes and observing/teaching the operators how to properly change the brakes on the cranes. Plaintiff replaced valves, valve stem packing, valve flange gaskets, bearings and gaskets throughout the facilities where he worked, including the cooling tower pumps on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 155. During his work history, Plaintiff Gary S. Lackey was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestoscontaining pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces,

and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 156. During various times throughout Plaintiff Gary S. Lackey's life, he worked on renovations and additions to his personal homes and rental homes from approximately the 1970s through the 2000s in South Carolina and North Carolina. As Plaintiff was renovating, building additions and remodeling these homes, he used and/or was exposed to, asbestos-containing products and raw materials manufactured, sold and/or distributed by Defendants. These activities also exposed Plaintiff to asbestos and asbestos-dust and fibers.
- 157. Plaintiff Gary S. Lackey was further exposed to Defendants' asbestos-containing friction products when he began working on automobiles, motorcycles and farm equipment performing maintenance, replacing the brakes, clutches, gaskets, transmissions, tires, etc. on his personal vehicles and his family and friends' vehicles from approximately the mid 1960s to 2022. Plaintiff also helped his grandfather work on tractors, mowers, hay balers, combines, corn pickers, choppers, conveyors and other farm equipment while growing up on the family farm in North Carolina. These activities further exposed Plaintiff to asbestos and asbestos-dust and fibers.
- 158. During the course of Plaintiff Gary S. Lackey's employment at the location(s) mentioned above, during other occupational and non-occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 159. Plaintiff Gary S. Lackey's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Gary S. Lackey's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

- 160. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 161. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 162. As a direct and proximate result of the conduct as alleged within, Plaintiff Gary S. Lackey suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 163. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Gary S. Lackey has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Gary S. Lackey's medical treatment is ascertained.
- 164. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

Plaintiffs incorporate herein by reference, as though fully set forth herein, each and

every paragraph of the General Allegations above.

At all times herein mentioned, each of the named Defendants was an entity and/or

the successor, successor in business, successor in product line or a portion thereof, assign,

predecessor, predecessor in business, predecessor in product line or a portion thereof, parent,

subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities,"

engaged in the business of researching, studying, manufacturing, fabricating, designing,

modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale,

supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,

marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain

product, namely asbestos, other products containing asbestos, and products manufactured for

foreseeable use with asbestos products.

At all times herein mentioned, Defendants, and/or their "alternate entities"

singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,

modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn

of the health hazards, failed to provide adequate use instructions for eliminating the health risks

inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale,

supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,

warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely

asbestos, other products containing asbestos, and products manufactured for foreseeable use with

asbestos products, in that said products caused personal injuries to Plaintiff Gary S. Lackey and

others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

- 168. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Gary S. Lackey's lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Gary S. Lackey. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.
- 169. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other

applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Gary S. Lackey would use or be in proximity to and exposed to said asbestos fibers.

- 170. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Gary S. Lackey, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 171. Plaintiff Gary S. Lackey, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 172. Plaintiff Gary S. Lackey suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Gary S. Lackey were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 173. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Gary S. Lackey's injuries, and all damages thereby sustained by Plaintiff Gary S. Lackey. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

- 174. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Gary S. Lackey and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Gary S. Lackey and others similarly situated.
- 175. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- public and other "exposed persons," who would come in contact with their asbestos and asbestoscontaining products, had no knowledge or information indicating that asbestos, asbestoscontaining products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestoscontaining products and other "exposed persons," who came in contact with asbestos and asbestoscontaining products.

containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

- 177. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Gary S. Lackey.
- 178. Plaintiff Gary S. Lackey and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Gary S. Lackey, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 179. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full

knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

180. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

181. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

182. Plaintiff Gary S. Lackey suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Gary S. Lackey was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

183. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Gary S. Lackey's injuries, and the injuries and damages thereby sustained by Plaintiff.

184. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Gary S. Lackey, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Gary S. Lackey, and others similarly situated.

- 185. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Gary S. Lackey, would use or be in proximity to and exposed to said asbestos fibers.
- 186. Plaintiff Gary S. Lackey, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 187. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 188. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing

products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Gary S. Lackey's lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 189. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Gary S. Lackey herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 190. Plaintiff Gary S. Lackey and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Gary S. Lackey, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Gary S. Lackey and others similarly situated were exposed.

- 191. Defendants' defective products as described above were a direct cause of Plaintiff Gary S. Lackey's injuries, and the damages thereby sustained.
- 192. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Gary S. Lackey, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 193. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume,

and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

- 194. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Gary S. Lackey and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 195. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 196. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 197. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product

line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION (Vicarious Liability of Defendants Based upon Respondent Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondent Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Gary S. Lackey worked and/or spent time as alleged above.
- 200. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Gary S. Lackey was exposed.
- 201. Employees handling and disturbing asbestos-containing products in Plaintiff Gary S. Lackey's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the

removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 202. Employees handling and disturbing asbestos-containing products in Plaintiff Gary S. Lackey's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 203. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 204. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Gary S. Lackey, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Gary S. Lackey.
- 205. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 206. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Gary S. Lackey.
- 207. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos

fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Gary S. Lackey that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 208. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Gary S. Lackey.
- 209. Defendants' employees owed Plaintiff Gary S. Lackey a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 210. Defendants' employees breached this duty of care as described above.
- 211. At all times mentioned, Plaintiff Gary S. Lackey was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 212. As a direct result of the Defendants' employees conduct, Plaintiff Gary S. Lackey's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Gary S. Lackey and the damages and injuries as complained of herein by Plaintiffs.
- 213. The risks herein alleged and the resultant damages suffered by Plaintiff Gary S. Lackey were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint,

which, on the basis of past experience, involved harm to others as shown through the torts of employees.

214. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondent superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Gary S. Lackey.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 215. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 216. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Gary S. Lackey worked and/or spent time.
- 217. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 218. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Gary S. Lackey, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Gary S. Lackey would be exposed to dangerous asbestos dust beyond the present.

- 219. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons, including Plaintiff.
- 220. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Gary S. Lackey, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 221. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Gary S. Lackey was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 222. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Gary S. Lackey, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.

- 223. At all times herein mentioned, Plaintiff Gary S. Lackey was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 224. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 225. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Gary S. Lackey, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 226. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 227. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

- 228. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Gary S. Lackey, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.
- 229. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Gary S. Lackey became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Gary S. Lackey to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence *Per Se*)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 230. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 231. The actions of Defendants also constituted negligence *per se*.
- 232. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Gary S. Lackey. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

233. The negligence *per se* of Defendants was a proximate cause of Plaintiff Gary S. Lackey's injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 234. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 235. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Gary S. Lackey of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff and others in their vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

236. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Gary S. Lackey suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION (Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 237. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 238. Design Defendants owed Plaintiff Gary S. Lackey a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 239. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.

- (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
- (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
- (f) By such other failures as will be proved at trial.
- 240. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Gary S. Lackey suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 241. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 242. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 243. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into

the atmosphere where Plaintiff Gary S. Lackey carried out his duties and was inhaled by Plaintiff Gary S. Lackey.

244. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Gary S. Lackey were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Gary S. Lackey consequently developed lung cancer, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 245. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 246. That during, before and after Plaintiff Gary S. Lackey's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Gary S. Lackey in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Gary S. Lackey. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 247. The foregoing representations were material conditions precedent to Plaintiff Gary S. Lackey's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Gary S. Lackey act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Gary S. Lackey was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

248. As a direct and proximate result Plaintiff Gary S. Lackey's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION (Loss of Consortium)

For a Tenth Distinct Cause of Action for Loss of Consortium, Plaintiff Virginia C. Lackey Complains of Defendants, and Alleges as Follows:

- 249. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 250. Plaintiffs Gary S. Lackey and Virginia C. Lackey were married in 1996 and at all times relevant to this action were husband and wife.
- 251. Prior to his injuries as alleged, Plaintiff Gary S. Lackey was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Gary S. Lackey has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Virginia C. Lackey was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 252. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Gary S. Lackey as set forth herein, Plaintiff's spouse and co-Plaintiff Virginia C. Lackey suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof; and
- 8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

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ATTORNEYS FOR PLAINTIFFS

August 23, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
CHARLES E. FERRELL and PATRICIA A. FERRELL,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
4520 CORP., INC. A. LYNN THOMAS COMPANY, INCORPORATED))) <u>SUMMONS</u>)
A.O. SMITH CORPORATION)
ABB INC.)
AIR & LIQUID SYSTEMS CORPORATION)
ALFA LAVAL INC.)
ALFOL, INC.)
AMENTUM ENVIRONMENT & ENERGY, INC.	
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.)
ASBESTOS CORPORATION LIMITED)
ATLAS TURNER INC.)
B & D MARINE AND INDUSTRIAL BOILERS, INC.)))
BADHAM INSULATION COMPANY)
BADHAM INSULATION COMPANY, INC.)
BAHNSON, INC.))

BEATY INVESTMENTS, INC.	
BECHTEL CORPORATION)	
BURNHAM LLC)	
BW/IP INC.	
CIL, INC.	
CANVAS CT, LLC	
CANVAS MW, LLC	
CANVAS SX, LLC	
CARBOLINE COMPANY)	
CARRIER CORPORATION)	
CARVER PUMP COMPANY)	
CELANESE CORPORATION)	
CLARKSON BROTHERS, INCORPORATED)	
CLEAVER-BROOKS, INC.	
CLYDE UNION INC.	
CNA HOLDINGS LLC	
COMPUDYNE, LLC	
CONSOLIDATED ELECTRICAL) DISTRIBUTORS, INC.)	
COOPER INDUSTRIES LLC	
COPELAND CORPORATION LLC	
COPES-VULCAN, INC.	
COVIL CORPORATION)	
))	

CRANE INSTRUMENTATION & SAMPLING PFT CORP.)
CROSBY VALVE, LLC)
CROWN BOILER CO.)
DANIEL INTERNATIONAL CORPORATION)
DAVIS MECHANICAL CONTRACTORS, INC.)
DCO LLC)
DEZURIK, INC.)
DUKE ENERGY CAROLINAS, LLC)
DUKE ENERGY CORPORATION)
EATON CORPORATION)
ELECTROLUX HOME PRODUCTS, LLC)
FISHER CONTROLS INTERNATIONAL LLC)
FLOWSERVE CORPORATION)
FLOWSERVE US INC.)
FLUOR CONSTRUCTORS INTERNATIONAL)))
FLUOR CONSTRUCTORS INTERNATIONAL, INC.))
FLUOR DANIEL SERVICES CORPORATION)
FLUOR ENTERPRISES, INC.)
FMC CORPORATION)
GARDNER DENVER NASH, LLC)
GENERAL BOILER CASING COMPANY, INC.)))
	_

GENERAL DYNAMICS CORPORATION)
GOULD ELECTRONICS INC.
GOULDS PUMPS, INCORPORATED)
GOULDS PUMPS LLC
GREAT BARRIER INSULATION CO.
GRINNELL LLC)
HEAT & FROST INSULATION COMPANY,) INC.)
HEFCO, INC.
HENRY PRATT COMPANY, LLC
HOLLINGSWORTH & VOSE COMPANY)
HOWDEN NORTH AMERICA INC.
HPC INDUSTRIAL SERVICES, LLC
IMO INDUSTRIES INC.
INDUSTRIAL AND COMMERCIAL) INSULATION, INC.)
ITT LLC
J. & L. INSULATION, INC.
J. D. SHIELDS CORPORATION)
K-MAC SERVICES, INC.
MCCORD CORPORATION)
MCWANE INC.
MET-PRO TECHNOLOGIES LLC
NEW-INDY CATAWBA LLC
NEW-INDY CONTAINERBOARD LLC)

\
NIBCO INC.
OCCIDENTAL CHEMICAL CORPORATION)
OTIS ELEVATOR COMPANY)
OTIS WORLDWIDE CORPORATION)
PARAMOUNT GLOBAL)
PATTERSON PUMP COMPANY)
PECW HOLDING COMPANY)
PIEDMONT INSULATION, INC.
PLASTICS ENGINEERING COMPANY)
PRESNELL INSULATION CO., INC.
REDCO CORPORATION)
RILEY POWER INC.
RUST ENGINEERING & CONSTRUCTION) INC.)
RUST INTERNATIONAL INC.
SCHNEIDER ELECTRIC USA, INC.
SEQUOIA VENTURES INC.
SIEMENS INDUSTRY, INC.
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.)
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA) LLC)
,

TACO, INC.
TEACHEY MECHANICAL, INC.
TEACHEY SERVICE COMPANY, INC.
THE BONITZ COMPANY)
THE GOODYEAR TIRE & RUBBER) COMPANY)
THE GORMAN-RUPP COMPANY)
THE SHERWIN-WILLIAMS COMPANY)
THE WILLIAM POWELL COMPANY
UNION CARBIDE CORPORATION)
UNIROYAL HOLDING, INC.
UNITED CONVEYOR CORPORATION)
UNITED STATES STEEL CORPORATION)
VALVES AND CONTROLS US, INC.
VELAN VALVE CORP.
VIAD CORP)
VIKING PUMP, INC.
VISTRA INTERMEDIATE COMPANY LLC
WARREN PUMPS LLC
WATTS REGULATOR CO.
WIND UP, LTD.
YORK INTERNATIONAL CORPORATION)
YUBA HEAT TRANSFER LLC)
ZURN INDUSTRIES, LLC)
)

ZUUK INTERNATIONAL, INC.)
Defendants.)
)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

<u>/s/ Theile B. McVey</u>

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

September 11, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
CHARLES E. FERRELL and PATRICIA A. FERRELL,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket) Living Lung Cancer)
4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A. LYNN THOMAS COMPANY,)) COMPLAINT)
A.O. SMITH CORPORATION) (Jury Trial Demanded)
ABB INC.	
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.)))
ALFA LAVAL INC.)
ALFOL, INC.)
AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC. ANCHOR/DARLING VALVE COMPANY ARMSTRONG INTERNATIONAL, INC. ASBESTOS CORPORATION LIMITED)))))))))))))))))))

ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD.)
B & D MARINE AND INDUSTRIAL BOILERS, INC. f/k/a B & D INDUSTRIAL BOILERS INC.
BADHAM INSULATION COMPANY f/k/a ARMOR INSULATING CO.)
BADHAM INSULATION COMPANY, INC.) f/k/a ARMOR INSULATING CO.)
BAHNSON, INC.
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION
BURNHAM LLC d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION)
BW/IP INC.) and its wholly-owned subsidiaries)
ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD. B & D MARINE AND INDUSTRIAL BOILERS, INC. f/k/a B & D INDUSTRIAL BOILERS INC. BADHAM INSULATION COMPANY f/k/a ARMOR INSULATION COMPANY, INC. f/k/a ARMOR INSULATION COMPANY, INC. f/k/a ARMOR INSULATION COMPANY, INC. f/k/a ARMOR INSULATION COMPANY, INC. f/k/a GUY M. BEATY & CO. BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO. BURNHAM LLC d/b/a BURNHAM COMPORATION BW/IP INC. and its wholly-owned subsidiaries C I L, INC. f/k/a CLARKSON BROTHERS, INCORPORATED
CANVAS CT, LLC f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CANVAS MW, LLC f/k/a THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN)
CANVAS SX, LLC f/k/a SPX, LLC)

CARVER PUMP COMPANY)
CELANESE CORPORATION)
CLARKSON BROTHERS, INCORPORATED a/k/a C I L, INC.)))
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER-BROOKS DIVISION	!)))
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)))
CNA HOLDINGS LLC f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC.	, , , , , , ,
COMPUDYNE, LLC f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC.	,)))
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY))))
COOPER INDUSTRIES LLC formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY	1)))
COPELAND CORPORATION LLC)
COPES-VULCAN, INC.)
COVIL CORPORATION)
CRANE INSTRUMENTATION & SAMPLING PFT CORP. f/k/a CRANE INSTRUMENTATION & SAMPLING, INC. f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.	,,,,,,,,
CROSBY VALVE, LLC)

CROWN BOILER CO.
DANIEL INTERNATIONAL) CORPORATION)
DAVIS MECHANICAL CONTRACTORS,) INC.
DCO LLC individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY)
DEZURIK, INC.
DUKE ENERGY CAROLINAS, LLC f/k/a DUKE ENERGY CORPORATION)
DUKE ENERGY CORPORATION individually and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL-POWER SUPPLY COMPANY)
EATON CORPORATION)
ELECTROLUX HOME PRODUCTS, LLC f/k/a ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN
FISHER CONTROLS INTERNATIONAL LLC)
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.
FLOWSERVE US INC. individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)

FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION) on behalf of its former Peerless Pump business)
GARDNER DENVER NASH, LLC individually and as successor-in-interest to THE NASH ENGINEERING COMPANY)
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GOULD ELECTRONICS INC. individually and as successor-in-interest to ITE CIRCUIT BREAKER CO.
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.)
GREAT BARRIER INSULATION CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
HEAT & FROST INSULATION COMPANY, INC.
HEFCO, INC.
HENRY PRATT COMPANY, LLC a subsidiary of MUELLER CO. LLC)
HOLLINGSWORTH & VOSE COMPANY)

HOWDEN NORTH AMERICA INC. f/k/a HOWDEN BUFFALO, INC. individually and as successor-in-interest to BUFFALO FORGE COMPANY)	
HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC.	
IMO INDUSTRIES INC.	
INDUSTRIAL AND COMMERCIAL) INSULATION, INC.	
ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY)	
J. & L. INSULATION, INC.	
J. D. SHIELDS CORPORATION a/k/a SHIELDS, INC. a/k/a SHIELDS-HAYES INSULATION COMPANY, INC.	
K-MAC SERVICES, INC.	
MCCORD CORPORATION	
MCWANE INC. on behalf of its Kennedy Valve Division)	
MET-PRO TECHNOLOGIES LLC on behalf of its Dean Pump Division)	
NEW-INDY CATAWBA LLC	
NEW-INDY CONTAINERBOARD LLC individually and as successor-in-interest to RESOLUTE FP US, INC.	
NIBCO INC.	

OCCIDENTAL CHEMICAL
CORPORATION)
individually and as successor-in-interest to
DUREZ CORPORATION)
OTIS ELEVATOR COMPANY
OTIS WORLDWIDE CORPORATION)
individually and as successor-in-interest to
OTIS ELEVATOR CO.
PARAMOUNT GLOBAL
f/k/a VIACOMCBS INC., f/k/a CBS
CORPORATION, a Delaware corporation f/k/a
VIACOM, INC., successor-by-merger to CBS)
CORPORATION, a Pennsylvania corporation,
f/k/a WESTINGHOUSE ELECTRIC)
CORPORATION)
PATTERSON PUMP COMPANY
PECW HOLDING COMPANY)
f/k/a PLASTICS ENGINEERING COMPANY)
)
PIEDMONT INSULATION, INC.
PLASTICS ENGINEERING COMPANY)
d/b/a PLENCO)
PRESNELL INSULATION CO., INC.
REDCO CORPORATION
f/k/a CRANE CO.
,
RILEY POWER INC.
f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER)
CORPORATION)
)
RUST ENGINEERING & CONSTRUCTION)
INC., individually and as successor-in-interest
to SIRRINE ENVIRONMENTAL CONSULTANTS INC
CONSULTANTS, INC.
RUST INTERNATIONAL INC.
individually and as successor-in-interest to

SIRRINE ENVIRONMENTAL) CONSULTANTS, INC.)
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D COMPANY)
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)
SIEMENS INDUSTRY, INC. individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO.
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA) LLC
TACO, INC.
TEACHEY MECHANICAL, INC.
TEACHEY SERVICE COMPANY, INC. individually and as successor-in-interest to TEACHEY MECHANICAL, INC.
THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY)
THE GOODYEAR TIRE & RUBBER (COMPANY)
THE GORMAN-RUPP COMPANY
THE SHERWIN-WILLIAMS COMPANY)
``
THE WILLIAM POWELL COMPANY)

)
UNIROYAL HOLDING, INC. f/k/a U.S. RUBBER COMPANY, INC.
UNITED CONVEYOR CORPORATION
UNITED STATES STEEL CORPORATION individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY)
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.
VELAN VALVE CORP.
VIAD CORP f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY)
VIKING PUMP, INC.
VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC.
WARREN PUMPS LLC
WATTS REGULATOR CO.
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.
YORK INTERNATIONAL CORPORATION
YUBA HEAT TRANSFER LLC
ZURN INDUSTRIES, LLC individually and as successor-in-interest to ERIE CITY IRON WORKS)
ZUUK INTERNATIONAL, INC. individually and as successor-in-interest to)

B & D MARINE AND INDUSTRIAL)
BOILERS, INC., and d/b/a B & D BOILERS)
INC. and MARINE DIESEL INC.)
)
Defendants.)
)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, CHARLES E. FERRELL and PATRICIA A. FERRELL (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Charles E. Ferrell has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.

- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Charles E. Ferrell experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products,

materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Plaintiff Charles E. Ferrell as a welder, welding inspector and pipefitter on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Charles E. Ferrell's lung cancer.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Charles E. Ferrell experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and other states

at times relevant to this action, and the purchase and use of asbestos-containing products on their premises located in South Carolina and other states at times relevant to this action, and/or contracting with the employer of Plaintiff Charles E. Ferrell in South Carolina and other states at times relevant to this action for Plaintiff and others to cross state lines to work on Defendant's premises.

- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Charles E. Ferrell experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Charles E. Ferrell to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. Plaintiff Charles E. Ferrell's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 15. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

- 16. Plaintiff Charles E. Ferrell worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 17. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC. and IMPAC, INC.
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.

DEFENDANT	ALTERNATE ENTITY
B & D MARINE AND INDUSTRIAL BOILERS, INC.	B & D INDUSTRIAL BOILERS INC.
BADHAM INSULATION COMPANY	ARMOR INSULATING CO.
BADHAM INSULATION COMPANY, INC.	ARMOR INSULATING CO.
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BURNHAM LLC	BURNHAM COMMERCIAL and BURNHAM CORPORATION
BW/IP INC.	its wholly owned subsidiaries
C I L, INC.	CLARKSON BROTHERS, INCORPORATED
CANVAS CT, LLC	SPX COOLING TECHNOLOGIES LLC, MARLEY COOLING TOWER COMPANY
CANVAS MW, LLC	THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN
CANVAS SX, LLC	SPX, LLC
CLARKSON BROTHERS, INCORPORATED	C I L, INC.
CLEAVER-BROOKS, INC.	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC.	UNION PUMP COMPANY
CNA HOLDINGS LLC	CELANESE CORPORATION and FIBER INDUSTRIES, INC.
COMPUDYNE, LLC	COMPUDYNE CORPORATION and YORK-SHIPLEY INC.

DEFENDANT	ALTERNATE ENTITY
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
COOPER INDUSTRIES LLC	GARDNER DENVER INDUSTRIAL MACHINERY
CRANE INSTRUMENTATION & SAMPLING PFT CORP.	CRANE INSTRUMENTATION & SAMPLING, INC., CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. and HOKE INC.
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
DUKE ENERGY CAROLINAS, LLC	DUKE ENERGY CORPORATION
DUKE ENERGY CORPORATION	MP SUPPLY, INC. and MILL-POWER SUPPLY COMPANY
ELECTROLUX HOME PRODUCTS, LLC	ELECTROLUX HOME PRODUCTS, INC. and COPES-VULCAN
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	EDWARD VALVES INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GOULD ELECTRONICS INC.	ITE CIRCUIT BREAKER CO.

DEFENDANT	ALTERNATE ENTITY
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	MUELLER CO. LLC
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO, INC. and BUFFALO FORGE COMPANY
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
J. D. SHIELDS CORPORATION	SHIELDS, INC. and SHIELDS-HAYES INSULATION COMPANY, INC.
MCWANE INC.	KENNEDY VALVE
MET-PRO TECHNOLOGIES LLC	DEAN PUMP
NEW-INDY CONTAINERBOARD LLC	RESOLUTE FP US, INC.
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
OTIS WORLDWIDE CORPORATION	OTIS ELEVATOR CO.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION and WESTINGHOUSE ELECTRIC CORPORATION

DEFENDANT	ALTERNATE ENTITY
PECW HOLDING COMPANY	PLASTICS ENGINEERING COMPANY
PLASTICS ENGINEERING COMPANY	PLENCO
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
SIEMENS INDUSTRY, INC.	SIEMENS ENERGY & AUTOMATION, INC. and ITE CIRCUIT BREAKER CO.
TEACHEY SERVICE COMPANY, INC.	TEACHEY MECHANICAL, INC.
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
UNIROYAL HOLDING, INC.	U.S. RUBBER COMPANY, INC.
UNITED STATES STEEL CORPORATION	AMERICAN STEEL & WIRE COMPANY
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
VIAD CORP	THE DIAL CORPORATION and GRISCOM-RUSSELL COMPANY

DEFENDANT	ALTERNATE ENTITY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZURN INDUSTRIES LLC	ZURN INDUSTRIES INC. and ERIE CITY IRON WORKS
ZUUK INTERNATIONAL, INC.	B & D MARINE AND INDUSTRIAL BOILERS, INC., B & D BOILERS INC. and MARINE DIESEL INC.

- 18. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 19. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 20. As a direct and proximate result of the conduct as alleged within, Plaintiff Charles E. Ferrell suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of

exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

- 21. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Charles E. Ferrell incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Charles E. Ferrell's medical treatment is ascertained.
- 22. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Charles E. Ferrell incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.
- 23. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Air Force service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiffs' United States Air Force service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiffs presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the

province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

- 24. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Charles E. Ferrell was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.
- 25. **AND 3M COMPANY** f/k/aDefendant. **MINNESOTA MINING** MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina and other states at times relevant to this action. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 26. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of

business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, A. LYNN THOMAS COMPANY, INCORPORATED, was a Virginia corporation with its principal place of business in Virginia. At all times material hereto, A. LYNN THOMAS COMPANY, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. A. LYNN THOMAS COMPANY, INCORPORATED is sued as a Product Defendant. A. LYNN THOMAS COMPANY, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of A. Lynn Thomas Company, Incorporated, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A. LYNN THOMAS COMPANY, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, A.O. SMITH CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers, heaters and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 29. Defendant, ABB INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.
- 30. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, ALFA LAVAL INC., was and is a New Jersey corporation with its principal place of business in Virginia. At all times material hereto, ALFA LAVAL INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing purifier equipment and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ALFA LAVAL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ALFA LAVAL INC. arise out of this Defendant's business activities in the State of South Carolina.

- 32. Defendant, ALFOL, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ALFOL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. ALFOL, INC. is sued as a Product Defendant. ALFOL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Alfol, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ALFOL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 33. Defendant, **AMENTUM ENVIRONMENT & ENERGY, INC.**, f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio

corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing Darling valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

orporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims

against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 36. Defendant, ASBESTOS CORPORATION LIMITED, was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATION LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.
- 37. Defendant, **ATLAS TURNER, INC.**, f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. ATLAS TURNER, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **B & D MARINE AND INDUSTRIAL BOILERS, INC.**, *t*/k/a B & D INDUSTRIAL BOILERS INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, B & D MARINE AND INDUSTRIAL BOILERS, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. B & D MARINE AND INDUSTRIAL BOILERS, INC. is sued as a Product Defendant. B & D MARINE AND INDUSTRIAL BOILERS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of B & D Marine and Industrial Boilers, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant

has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against B & D MARINE AND INDUSTRIAL BOILERS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. **BADHAM INSULATION** COMPANY. Defendant. f/k/a ARMOR INSULATING CO., was an Alabama corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BADHAM INSULATION COMPANY is sued as a Product Defendant. BADHAM INSULATION COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs'

claims against BADHAM INSULATION COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 40. Defendant, BADHAM INSULATION COMPANY, INC., f/k/a ARMOR INSULATING CO., was a Delaware corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BADHAM INSULATION COMPANY, INC. is sued as a Product Defendant. BADHAM INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BADHAM INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 41. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was

authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **BEATY INVESTMENTS**, **INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

44. Defendant, BURNHAM LLC, d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, BURNHAM LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Burnham boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. BURNHAM LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BURNHAM LLC arise out of this Defendant's business activities in the State of South Carolina.

- 45. Defendant, BW/IP INC. and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps, Borg Warner pumps and valves for York chillers, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 46. Defendant, C I L, INC., f/k/a CLARKSON BROTHERS, INCORPORATED, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, C I L, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. C I L, INC. is sued as a Product Defendant. C I L, INC. is also sued

for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of C I L, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against C I L, INC. arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, CANVAS CT, LLC, f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 48. Defendant, CANVAS MW, LLC, f/k/a THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, CANVAS MW, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Weil boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CANVAS MW, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CANVAS MW, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 49. Defendant, **CANVAS SX, LLC**, f/k/a SPX, LLC, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS SX, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Weil boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CANVAS SX, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CANVAS SX, LLC arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, CARBOLINE COMPANY, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing coatings and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARBOLINE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 51. Defendant, CARRIER CORPORATION, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing heat exchangers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 52. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 53. Defendant, CELANESE CORPORATION, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various Hoechst Celanese facilities including but not limited to, the Celanese Celriver Plant in Rock Hill, South Carolina and the Celanese Shelby Plant a/k/a Fiber Industries located in Shelby, North Carolina. CELANESE CORPORATION is sued as a Premises Defendant.
- 54. Defendant, CLARKSON BROTHERS, INCORPORATED, a/k/a C I L, Inc., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CLARKSON BROTHERS, INCORPORATED was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. CLARKSON BROTHERS, INCORPORATED is sued as a Product Defendant. CLARKSON BROTHERS, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern

United States which, during the actual operations of Clarkson Brothers, Incorporated, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CLARKSON BROTHERS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times

relevant to this action. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 56. Defendant, CLYDE UNION INC., f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 57. Defendant, **CNA HOLDINGS LLC** f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various Hoechst Celanese facilities including but not limited to, the Celanese Celriver Plant in

Rock Hill, South Carolina and the Celanese Shelby Plant a/k/a Fiber Industries located in Shelby, North Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant.

- 58. Defendant, COMPUDYNE, LLC, f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC., was and is a Nevada limited liability company with its principal place of business in California. At all times material hereto, COMPUDYNE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. COMPUDYNE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COMPUDYNE, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 59. Defendant, **CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**, d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying asbestos-containing materials to Duke Energy powerhouses. Mr. Ferrell worked at Duke Energy powerhouses located in South Carolina and other states at times relevant to this action. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, COOPER INDUSTRIES LLC, formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, COOPER INDUSTRIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gardner Denver pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. COOPER INDUSTRIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COOPER INDUSTRIES LLC arise out of this Defendant's business activities in the State of South Carolina.

- 61. Defendant, COPELAND CORPORATION LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Copeland compressors and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.
- 62. Defendant, **COPES-VULCAN**, **INC.**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting,

compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan blowers and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. COPES-VULCAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, COVIL CORPORATION, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale

and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, CRANE INSTRUMENTATION & SAMPLING PFT CORP., f/k/a CRANE INSTRUMENTATION & SAMPLING INC. f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING PFT CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hoke valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CRANE INSTRUMENTATION & SAMPLING PFT CORP. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CRANE INSTRUMENTATION & SAMPLING PFT CORP. arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, CROSBY VALVE, LLC, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, CROWN BOILER CO., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, CROWN BOILER CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crown boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CROWN BOILER CO. is sued as a Product Defendant. Furthermore, this Defendant

has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CROWN BOILER CO. arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous iobsites throughout southeastern United **DANIEL** the States. INTERNATIONAL CORPORATION sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **DCO LLC**, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY, was and is a Virginia limited liability company with

its principal place of business in Tennessee. At all times material hereto, DCO LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Victor gaskets and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. DCO LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **DEZURIK**, **INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeZurik valves and Vulcan valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 71. Defendant, **DUKE ENERGY CAROLINAS**, **LLC**, f/k/a DUKE ENERGY CORPORATION, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, LLC owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestoscontaining products, equipment, and asbestos dust from said products at various Duke Energy facilities including but not limited to, the Catawba Nuclear Station in York, SC; Oconee Nuclear Station (all buildings) in Seneca, SC; Cliffside Steam Station in Mooresboro, NC; G. G. Allen Steam Station in Belton, NC; McGuire Nuclear Station in Huntersville, NC and Riverbend Steam Station in Mount Holly, NC. DUKE ENERGY CAROLINAS, LLC is sued as a Premises Defendant.
- 72. Defendant, **DUKE ENERGY CORPORATION**, individually and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying asbestos-containing materials to Duke Energy powerhouses. Mr. Ferrell worked at Duke Energy powerhouses located in South Carolina and other

states at times relevant to this action. DUKE ENERGY CORPORATION also owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various Duke Energy facilities including but not limited to, the Catawba Nuclear Station in York, SC; Oconee Nuclear Station (all buildings) in Seneca, SC; Cliffside Steam Station in Mooresboro, NC; G. G. Allen Steam Station in Belton, NC; McGuire Nuclear Station in Huntersville, NC and Riverbend Steam Station in Mount Holly, NC. DUKE ENERGY CORPORATION is sued as both a Product and a Premises Defendant.

73. Defendant, EATON CORPORATION, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical equipment including Cutler-Hammer electrical products and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. EATON CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 74. Defendant, ELECTROLUX HOME PRODUCTS, LLC f/k/a ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, LLC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Vulcan blowers and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ELECTROLUX HOME PRODUCTS, LLC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ELECTROLUX HOME PRODUCTS,LLC. arise out of this Defendant's business activities in the State of South Carolina.
- 75. Defendant, **FISHER CONTROLS INTERNATIONAL LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing

Fisher valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

76. CORPORATION. Defendant. **FLOWSERVE** f/k/a THE **DURIRON** COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs'

claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 77. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Rockwell valves, Vogt valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the

southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, FLUOR ENTERPRISES, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 82. Defendant, FMC CORPORATION on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 83. Defendant, GARDNER DENVER NASH, LLC, individually and as successor-ininterest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability
 company with its principal place of business in Pennsylvania. At all times material hereto,
 GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina
 while engaged, directly or indirectly, in the business of mining, designing, manufacturing,
 processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,
 and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or
 equipment, including, but not limited to, asbestos-containing Nash pumps, and associated asbestos

materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, GENERAL BOILER CASING COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or

defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 86. Defendant, **GOULD ELECTRONICS INC.**, individually and as successor-ininterest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal

place of business in Ohio. At all times material hereto, GOULD ELECTRONICS INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GOULD ELECTRONICS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULD ELECTRONICS INC. arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of

South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- 88. Defendant, GOULDS PUMPS LLC, f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.
- 89. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

90. Defendant, **GRINNELL**, **LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell boilers, heaters and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina

and other states at times relevant to this action. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, HEAT & FROST INSULATION COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles

- E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 92. Defendant, HEFCO, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HEFCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HEFCO, INC. is sued as a Product Defendant. HEFCO, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Hefco, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HEFCO, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 93. Defendant, **HENRY PRATT COMPANY**, **LLC**, a subsidiary of MUELLER CO. LLC, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in

the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Pratt valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, HOLLINGSWORTH & VOSE COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, HOLLINGSWORTH & VOSE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplier of asbestos rolls used in McCord gaskets, present at numerous jobsites in South Carolina and other states at times relevant to this action. HOLLINGSWORTH & VOSE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HOLLINGSWORTH & VOSE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 95. Defendant, **HOWDEN NORTH AMERICA INC.**, f/k/a HOWDEN BUFFALO, INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.
- 96. Defendant, **HPC INDUSTRIAL SERVICES**, **LLC** f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name

change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

97. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps and turbines, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

98. Defendant, INDUSTRIAL AND COMMERCIAL INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, INDUSTRIAL AND COMMERCIAL INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is sued as a Product Defendant. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Industrial and Commercial Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos.

Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against INDUSTRIAL AND COMMERCIAL INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

99 Defendant, ITT LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, Kennedy valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

- 100. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 101. Defendant, **J. D. SHIELDS CORPORATION**, a/k/a SHIELDS, INC. a/k/a SHIELDS-HAYES INSULATION COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. D. SHIELDS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing,

converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. J. D. SHIELDS CORPORATION is sued as a Product Defendant. J. D. SHIELDS CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. D. Shields Corporation, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against J. D. SHIELDS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

102. Defendant, **K-MAC SERVICES, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, K-MAC SERVICES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and other states at times relevant to this action. K-

MAC SERVICES, INC. is sued as a Product Defendant. K-MAC SERVICES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of K-Mac Services, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against K-MAC SERVICES, INC. arise out of this Defendant's business activities in the State of South Carolina.

103. Defendant, MCCORD CORPORATION, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, MCCORD CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing McCord gaskets and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. MCCORD CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against MCCORD CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 104. Defendant, MCWANE INC. on behalf of its Kennedy Valve Division, was and is a Delaware corporation with its principal place of business in Alabama. At all times material hereto, MCWANE INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kennedy valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. MCWANE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against MCWANE INC. arise out of this Defendant's business activities in the State of South Carolina.
- Division, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-

containing Dean Brothers pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. MET-PRO TECHNOLOGIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against MET-PRO TECHNOLOGIES LLC arise out of this Defendant's business activities in the State of South Carolina.

- 106. Defendant, **NEW-INDY CATAWBA LLC**, was and is a Delaware limited liability company with its principal place of business in South Carolina. At all times material hereto, NEW-INDY CATAWBA LLC owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Bowater Paper Mill in Catawba, South Carolina. NEW-INDY CATAWBA LLC is sued as a Premises Defendant.
- 107. Defendant, **NEW-INDY CONTAINERBOARD LLC**, individually and as successor-in-interest to RESOLUTE FP US, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, NEW-INDY CONTAINERBOARD LLC owned and/or controlled premises at which Plaintiff Charles E. Ferrell was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Bowater Paper Mill in Catawba, South Carolina. NEW-INDY CONTAINERBOARD LLC is sued as a Premises Defendant.
- 108. Defendant, **NIBCO INC.**, was and is an Indiana corporation with its principal place of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in

the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nibco valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.

109. Defendant, OCCIDENTAL CHEMICAL CORPORATION, individually and as successor-in-interest to DUREZ CORPORATION, was and is an New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying raw asbestos fibers to Square D, present at numerous jobsites in South Carolina and other states at times relevant to this action. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, OTIS ELEVATOR COMPANY, was and is a New Jersey corporation 110. with its principal place of business in Connecticut. At all times material hereto, OTIS ELEVATOR COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Otis elevator brakes, doors, electrical components, and fireproofing materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. OTIS ELEVATOR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against OTIS ELEVATOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 111. Defendant, **OTIS WORLDWIDE CORPORATION**, individually and as successor-in-interest to OTIS ELEVATOR CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, OTIS WORLDWIDE CORPORATION was authorized to do business in the State of South Carolina while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Otis elevator brakes, doors, electrical components, and fireproofing materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. OTIS WORLDWIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against OTIS WORLDWIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Defendant, PARAMOUNT GLOBAL, f/k/a VIACOMCBS INC., f/k/a CBS 112. CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION. a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers and turbines, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, PATTERSON PUMP COMPANY, was and is an Ohio corporation with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

114. Defendant, **PECW HOLDING COMPANY**, f/k/a PLASTICS ENGINEERING COMPANY, was and is a North Carolina corporation with its principal place of business in Florida.

At all times material hereto, PECW HOLDING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw asbestos fibers, present at numerous jobsites in South Carolina and other states at times relevant to this action. PECW HOLDING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PECW HOLDING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

115. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also

sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bakelite panels, molding compounds and raw asbestos fibers, present at numerous jobsites in South Carolina and other states at times relevant to this action. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PLASTICS

ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, PRESNELL INSULATION CO., INC., was a North Carolina 117. corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

118. Defendant, **REDCO CORPORATION**, f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO

CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane feed tanks, pumps and valves, Cranite gaskets, Chapman valves, Deming pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

120. Defendant, RUST ENGINEERING & CONSTRUCTION INC., individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and other states at times relevant to this action. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action.

Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.

121. Defendant, RUST INTERNATIONAL INC., individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestoscontaining materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and other states at times relevant to this action. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

122. Defendant, **SCHNEIDER ELECTRIC USA, INC.** f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. was authorized

to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Square D electrical panels and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

123. Defendant, **SEQUOIA VENTURES INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which

exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

124. Defendant, SIEMENS INDUSTRY, INC., individually and as successor-ininterest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, SIEMENS INDUSTRY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. SIEMENS INDUSTRY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs'

claims against SIEMENS INDUSTRY, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its 125. principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves, and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation

and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

127. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is

also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina 128. corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 129. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.
- 130. Defendant, **TACO**, **INC**., was and is a Rhode Island corporation with its principal place of business in Rhode Island. At all times material hereto, TACO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Taco heaters and pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. TACO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against TACO, INC. arise out of this Defendant's business activities in the State of South Carolina.

with its principal place of business in South Carolina. At all times material hereto, TEACHEY MECHANICAL, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. TEACHEY MECHANICAL, INC. is sued as a Product Defendant. TEACHEY MECHANICAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Teachey Mechanical, Inc., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of

asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against TEACHEY MECHANICAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, TEACHEY SERVICE COMPANY, INC., individually and as 132. successor-in-interest to TEACHEY MECHANICAL, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, TEACHEY SERVICE COMPANY, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. TEACHEY SERVICE COMPANY, INC. is sued as a Product Defendant. TEACHEY SERVICE COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against TEACHEY SERVICE COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

133. Defendant, THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, THE BONITZ COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. THE BONITZ COMPANY is sued as a Product Defendant. THE BONITZ COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of The Bonitz Company, exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.

134. Defendant, **THE GOODYEAR TIRE & RUBBER COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South

Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite gaskets and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

135. Defendant, THE GORMAN-RUPP COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gorman-Rupp pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, THE SHERWIN-WILLIAMS COMPANY, was and is an Ohio 136. corporation with its principal place of business in Ohio. At all times material hereto, THE SHERWIN-WILLIAMS COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing pipe coating, and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE SHERWIN-WILLIAMS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE SHERWIN-WILLIAMS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

137. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves, and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

138. Defendant, UNION CARBIDE CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying Calidria raw asbestos fibers to Duke Energy powerhouses. Mr. Ferrell worked at Duke Energy powerhouses located in South Carolina and other states at times relevant to this action. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in

the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Defendant, UNIROYAL HOLDING, INC., f/k/a U.S. RUBBER COMPANY, 139. INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Asbeston cloth and blankets, present at numerous jobsites in South Carolina and other states at times relevant to this action. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.

140. Defendant, UNITED CONVEYOR CORPORATION, was and is an Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing ash

hoppers and valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

141. Defendant, UNITED STATES STEEL CORPORATION, individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY, was and is a Pennsylvania. At all times material hereto, UNITED STATES STEEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing pressure vessels, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. UNITED STATES STEEL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against UNITED STATES STEEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 142. Defendant, VALVES AND CONTROLS US, INC., f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 143. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing Velan valves and steam traps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. VELAN VALVE CORP. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VELAN VALVE CORP. arise out of this Defendant's business activities in the State of South Carolina.

successor-in-interest to GRISCOM-RUSSELL COMPANY, was and is a Delaware corporation with its principal place of business in Arizona. At all times material hereto, VIAD CORP was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Griscom-Russell distilling plants and fuel oil heaters, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. VIAD CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times

relevant to this action. Plaintiffs' claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its 145. principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

146. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and other states at times relevant to this action. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

147. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of

South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.

148. Defendant, WATTS REGULATOR CO., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, WATTS REGULATOR CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Mueller steam valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. WATTS REGULATOR CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WATTS REGULATOR CO. arise out of this Defendant's business activities in the State of South Carolina.

149. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times

material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York compressors, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states

at times relevant to this action. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

151. Defendant, YUBA HEAT TRANSFER LLC, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.

- 152. Defendant, ZURN INDUSTRIES, LLC, individually and as successor-in-interest to ERIE CITY IRON WORKS, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers and Erie City boilers, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 153. Defendant, **ZUUK INTERNATIONAL, INC.**, individually and as successor-in-interest to B & D MARINE AND INDUSTRIAL BOILERS, INC., and d/b/a B & D BOILERS INC. and MARINE DIESEL INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, ZUUK INTERNATIONAL, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing

materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. ZUUK INTERNATIONAL, INC. is sued as a Product Defendant. ZUUK INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Charles E. Ferrell, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Charles E. Ferrell's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ZUUK INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

154. Plaintiff Charles E. Ferrell experienced further occupational exposure as a result of working with asbestos-containing products, materials, and/or equipment in his immediate vicinity at the premises of Defendants CELANESE CORPORATION, CNA HOLDINGS LLC, DUKE ENERGY CAROLINAS LLC, DUKE ENERGY CORPORATION, NEW-INDY CATAWBA LLC, and NEW-INDY CONTAINERBOARD LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 155. Plaintiffs bring this action for monetary damages as a result of Plaintiff Charles E. Ferrell contracting an asbestos-related disease.
- 156. Plaintiff Charles E. Ferrell was diagnosed with lung cancer on or about May 10, 2023.
- 157. Plaintiff Charles E. Ferrell's lung cancer was caused by his exposure to asbestos during the course of his employment.
- During his work history, Plaintiff Charles E. Ferrell was exposed to Defendants' 158. asbestos-containing products through his work as a Welder, Quality Control Welding Inspector and Pipefitter for various employers from approximately the mid 1960s to late 1990s, at various industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff worked as a welder fabricating different types of metal products using welding rods and welding equipment. Plaintiff also assisted with maintenance repairs throughout the facilities where he worked which included, but was not limited to, welding repairs, welding pipe, structural steel, pipe racks, circuit breaker racks, hangers, platforms for equipment, plates and catch-offs for insulation. He repaired and replaced boilers, boiler tubes, casing and insulation. Plaintiff also replaced valves, valve stem packing, valve flange gaskets, bearings and gaskets throughout the facilities where he worked, including the cooling tower pumps on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. He walked around the plant every day and was exposed to asbestos on a daily basis. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 159. During his work history, Plaintiff Charles E. Ferrell was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators,

and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, generators, motors, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 160. Plaintiff Charles E. Ferrell was exposed to Defendants' asbestos-containing products through his work as a Welder, Quality Control Welding Inspector and Pipefitter for Daniel Construction Company, Inc. from approximately the mid 1960s to mid 1970s. During this time, Plaintiff worked at various industrial locations, including but not limited to the following:
 - Bowater Paper Mill Catawba, SC
 - Celanese Celriver Plant– Rock Hill, SC
 - E. I. DuPont May Plant Camden/Lugoff, SC
 - Diamond Shamrock Chemical Plant Charlotte, NC
 - Duke Energy Allen Steam Station Belmont, NC
 - Fiber Industries Shelby, NC
- 161. Plaintiff Charles E. Ferrell was exposed to Defendants' asbestos-containing products through his work as a Welder, Quality Control Welding Inspector and Pipefitter for Industrial & Textile Piping Inc. from approximately in the late 1960s. During this time, Plaintiff worked at various industrial locations, including but not limited to the following:
 - Celanese Celriver Plant– Rock Hill, SC
 - Duke Energy Riverbend Steam Station Mount Holly, NC
- 162. Plaintiff Charles E. Ferrell was exposed to Defendants' asbestos-containing products through his work as a Welder, Quality Control Welding Inspector and Pipefitter for Industrial Piping Inc. from approximately the late 1960s to early 1970s. During this time, Plaintiff worked at various industrial locations, including but not limited to the following:
 - Celanese Celriver Plant– Rock Hill, SC
 - Springs Industries Grace Finishing Lancaster, SC

- Hightower Cotton Mill Griffin, GA
- 163. Plaintiff Charles E. Ferrell was exposed to Defendants' asbestos-containing products through his work as a Welder, Quality Control Welding Inspector and Pipefitter for Duke Energy Corporation from approximately the mid 1970s to late 1990s. During this time, Plaintiff worked at various industrial locations, including but not limited to the following:
 - Catawba Nuclear Station York, SC
 - Oconee Nuclear Station (all buildings) Seneca, SC
 - Cliffside Steam Station Mooresboro, NC
 - G. G. Allen Steam Station Belton, NC
 - McGuire Nuclear Station Huntersville, NC
 - Riverbend Steam Station Mount Holly, NC
- 164. During the course of Plaintiff Charles E. Ferrell's employment at the location(s) mentioned above, during other occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 165. Plaintiff Charles E. Ferrell's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Charles E. Ferrell's lung cancer and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 166. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 167. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

168. As a direct and proximate result of the conduct as alleged within, Plaintiff Charles

E. Ferrell suffered permanent injuries, including, but not limited to, lung cancer and other lung

damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure

to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is

proper.

169. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff

Charles E. Ferrell has incurred, and will continue to incur, liability for physicians, surgeons,

nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact

amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement

this Court and all parties accordingly when the true and exact cost of Plaintiff Charles E. Ferrell's

medical treatment is ascertained.

170. As a further direct and proximate result of the conduct as hereinafter alleged,

Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and

other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs

request leave to supplement this Court and all parties accordingly to conform to proof at the time

of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

171. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and

every paragraph of the General Allegations above.

172. At all times herein mentioned, each of the named Defendants was an entity and/or

the successor, successor in business, successor in product line or a portion thereof, assign,

predecessor, predecessor in business, predecessor in product line or a portion thereof, parent,

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subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

173. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Charles E. Ferrell and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

174. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Charles E. Ferrell's lung cancer, due to an inability of any asbestos-alternative to penetrate

the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Charles E. Ferrell. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

175. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Charles E. Ferrell would use or be in proximity to and exposed to said asbestos fibers.

176. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Charles E. Ferrell, Plaintiff's family members or others in their vicinity, as well as failed to

adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

- 177. Plaintiff Charles E. Ferrell, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 178. Plaintiff Charles E. Ferrell suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Charles E. Ferrell were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 179. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Charles E. Ferrell's injuries, and all damages thereby sustained by Plaintiff Charles E. Ferrell. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 180. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Charles E. Ferrell and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Charles E. Ferrell and others similarly situated.
- 181. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for

others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 182. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.
- 183. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products

manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Charles E. Ferrell.

- 184. Plaintiff Charles E. Ferrell and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Charles E. Ferrell, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 185. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 186. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 187. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 188. Plaintiff Charles E. Ferrell suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Charles E. Ferrell was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 189. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Charles E. Ferrell's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 190. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Charles E. Ferrell, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Charles E. Ferrell, and others similarly situated.
- 191. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne

asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Charles E. Ferrell, would use or be in proximity to and exposed to said asbestos fibers.

- 192. Plaintiff Charles E. Ferrell, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 193. Defendants and/or their "alternate entities" knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 194. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Charles E. Ferrell's lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and

the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 195. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Charles E. Ferrell herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 196. Plaintiff Charles E. Ferrell and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Charles E. Ferrell, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Charles E. Ferrell and others similarly situated were exposed.
- 197. Defendants' defective products as described above were a direct cause of Plaintiff Charles E. Ferrell's injuries, and the damages thereby sustained.
- 198. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with

conscious disregard for the safety of Plaintiff Charles E. Ferrell, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 199. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.
- 200. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate

entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Charles E. Ferrell and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestoscontaining products, and products manufactured for foreseeable use with asbestos products.

- 201. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 202. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 203. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondent Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 204. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 205. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Charles E. Ferrell worked and/or spent time as alleged above.
- 206. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Charles E. Ferrell was exposed.
- 207. Employees handling and disturbing asbestos-containing products in Plaintiff Charles E. Ferrell's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 208. Employees handling and disturbing asbestos-containing products in Plaintiff Charles E. Ferrell's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

- 209. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 210. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Charles E. Ferrell, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Charles E. Ferrell.
- 211. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 212. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Charles E. Ferrell.
- 213. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Charles E. Ferrell that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.
- 214. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Charles E. Ferrell.

- 215. Defendants' employees owed Plaintiff Charles E. Ferrell a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 216. Defendants' employees breached this duty of care as described above.
- 217. At all times mentioned, Plaintiff Charles E. Ferrell was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 218. As a direct result of the Defendants' employees conduct, Plaintiff Charles E. Ferrell's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Charles E. Ferrell and the damages and injuries as complained of herein by Plaintiffs.
- 219. The risks herein alleged and the resultant damages suffered by Plaintiff Charles E. Ferrell were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.
- 220. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondent superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Charles E. Ferrell.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 221. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 222. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Charles E. Ferrell worked and/or spent time.
- 223. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 224. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Charles E. Ferrell, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Charles E. Ferrell would be exposed to dangerous asbestos dust beyond the present.
- 225. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause

personal injuries, including lung cancer and other lung damage, to exposed persons, including Plaintiff.

- 226. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Charles E. Ferrell, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 227. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Charles E. Ferrell was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 228. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Charles E. Ferrell, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.
- 229. At all times herein mentioned, Plaintiff Charles E. Ferrell was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 230. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

- 231. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Charles E. Ferrell, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 232. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 233. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 234. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Charles E. Ferrell, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.
- 235. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Charles E. Ferrell became exposed to and inhaled asbestos fibers, which was a

substantial factor in causing Plaintiff Charles E. Ferrell to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence *Per Se*)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 236. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 237. The actions of Defendants also constituted negligence *per se*.
- 238. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Charles E. Ferrell. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 239. The negligence *per se* of Defendants was a proximate cause of Plaintiff Charles E. Ferrell's injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants and Allege as Follows:

240. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

- 241. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Charles E. Ferrell of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff and others in their vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

242. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Charles E. Ferrell suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants

were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION (Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 243. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 244. Design Defendants owed Plaintiff Charles E. Ferrell a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 245. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.
 - (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
 - (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
 - (f) By such other failures as will be proved at trial.
- 246. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Charles E. Ferrell suffered and incurred actual damages, as described

hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 247. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 248. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 249. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Charles E. Ferrell carried out his duties and was inhaled by Plaintiff Charles E. Ferrell.
- 250. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Charles E. Ferrell were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Charles E. Ferrell consequently developed lung cancer, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 251. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 252. That during, before and after Plaintiff Charles E. Ferrell's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Charles E. Ferrell in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Charles E. Ferrell. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 253. The foregoing representations were material conditions precedent to Plaintiff Charles E. Ferrell's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Charles E. Ferrell act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Charles E. Ferrell was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.
- 254. As a direct and proximate result Plaintiff Charles E. Ferrell's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION (Loss of Consortium)

For a Tenth Distinct Cause of Action for Loss of Consortium, Plaintiff Patricia A. Ferrell Complains of Defendants, and Alleges as Follows:

255. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

- 256. Plaintiffs Charles E. Ferrell and Patricia A. Ferrell were married on or about June 16, 1963 and at all times relevant to this action were husband and wife.
- 257. Prior to his injuries as alleged, Plaintiff Charles E. Ferrell was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Charles E. Ferrell has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Patricia A. Ferrell was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 258. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Charles E. Ferrell as set forth herein, Plaintiff's spouse and co-Plaintiff Patricia A. Ferrell suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;

- 5. For cost of suit herein;
- 6. For damages for breach of implied warranty according to proof;
- 7. For damages for fraudulent misrepresentation according to proof; and
- 8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

September 11, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
JERRY HARTSELL and JOAN HARTSELL,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY 4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A. LYNN THOMAS COMPANY, INCORPORATED A.O. SMITH CORPORATION ABB INC. AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC. ANCHOR/DARLING VALVE COMPANY ARMSTRONG INTERNATIONAL, INC. ASBESTOS CORPORATION LIMITED ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD. B&D INDUSTRIAL BOILERS, INC. a/k/a B&D MARINE AND INDUSTIRAL BOILERS, INC. BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.	In Re: Asbestos Personal Injury Litigation Coordinated Docket Living Mesothelioma SUMMONS (Jury Trial Demanded) (Jury Trial Demanded)
	J

BURNHAM LLC d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries
CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CIL INC.) f/k/a CLARKSON BROTHERS, INC.)
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER- BROOKS DIVISION)
CYLDE UNION INC. f/k/a UNION PUMP COMPANY)
COMPUDYNE, LLC f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in- interest to MILL-POWER SUPPLY COMPANY)
COOPER INDUSTRIES LLC Formerly d/b/a GARNDER DENVER NASH INDUSTRIAL MACHINERY)
COPELAND CORPORATION LLC
COPES-VULCAN, INC.
COVIL CORPORATION
CROWN BOILER CO.
DAVIS MECHANICAL CONTRACTORS, INC.

DEZURIK, INC.)
ECODYNE CORPORATION)) `
FMC CORPORATION on behalf of its former PEERLESS PUMP BUSINESS and CHICAGO PUMP))))
FORT KENT HOLDINGS, INC.))
FOSTER WHEELER ENERGY CORPORATION)))
GARNDER DENVER NASH, LLC Individually and as successor-in-interest to THE NASH ENGINEERING COMPANY))))
GENERAL BOILER CASING COMPANY, INC.)))
GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to Asbestos Corporation Limited and Atlas Turner, Inc.,)))))
GENERAL ELECTRIC COMPANY))
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.)))
GOULD PUMPS, INCORPORATED)
GREAT BARRIER INSULATION CO.)
GRINNELL LLC d/b/a GRINNELL CORPORATION)))
IMO INDUSTRIES INC.)
J. & L. INSULATION, INC.)
J.R. DEANS COMPANY, INC.)
NIBCO INC.)
PARAMOUNT GLOBAL)

f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, A DELAWARE CORPORATION, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, A PENNSYLVANIA CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
PIEDMONT INSULATION, INC.
REDCO CORPORATION f/k/a CRANE CO.)
REDCO CORPORATION f/k/a CRANE CO. individually and as successor- in-interest to PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP.
SANDERS BROTHERS, INC. a/k/a ENCOMPAS INDUSTRIAL (GAFFNEY), INC.
SEQUOIA VENTURES, INC. f/k/a BECHTEL CORPORATION)
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF N.C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA)LLC
TEACHEY MECHANICAL, INC.
THE GOODYEAR TIRE & RUBBER (COMPANY)
COMPANY THE MARLEY-WYLAIN COMPANY LLC d/b/a WEIL-MCLAIN UNION CARBIDE CORPORATION ()
UNION CARBIDE CORPORATION)

VELVAN VALVE CORP.)
VIKING PUMP, INC.)
,)
WIND UP, LTD.)
Individually and as successor-in-interest to)
PIPE & BOILER INSULATION, INC. f/k/a)
CAROLINA INDUSTRIAL INSULATING CO.)
)
Defendants.)
)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

June 19, 2024

Columbia, South Carolina.

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
JERRY HARTSELL and JOAN HARTSELL,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY 4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A. LYNN THOMAS COMPANY, INCORPORATED A.O. SMITH CORPORATION ABB INC. AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC. ANCHOR/DARLING VALVE COMPANY ARMSTRONG INTERNATIONAL, INC. ASBESTOS CORPORATION LIMITED ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD. B&D INDUSTRIAL BOILERS, INC. a/k/a B&D MARINE AND INDUSTIRAL BOILERS, INC. BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.	In Re: Asbestos Personal Injury Litigation Coordinated Docket Living Mesothelioma COMPLAINT (Jury Trial Demanded) (Jury Trial Demanded) (Jury Trial Demanded) (Jury Trial Demanded)

BURNHAM LLC d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries
CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY
CIL INC. f/k/a CLARKSON BROTHERS, INC.
CLEAVER-BROOKS, INC. f/k/a AQUA-CHEM, INC., d/b/a CLEAVER- BROOKS DIVISION)
CYLDE UNION INC. f/k/a UNION PUMP COMPANY)
COMPUDYNE, LLC f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. d/b/a CED, individually and as successor-in- interest to MILL-POWER SUPPLY COMPANY)
COOPER INDUSTRIES LLC Formerly d/b/a GARNDER DENVER NASH INDUSTRIAL MACHINERY)
COPELAND CORPORATION LLC
COPES-VULCAN, INC.
COVIL CORPORATION)
CROWN BOILER CO.
DAVIS MECHANICAL CONTRACTORS, INC.
DETUDIK INC

ECODYNE CORPORATION)
FMC CORPORATION on behalf of its former PEERLESS PUMP BUSINESS and CHICAGO PUMP)
FORT KENT HOLDINGS, INC.
FOSTER WHEELER ENERGY CORPORATION
GARNDER DENVER NASH, LLC Individually and as successor-in-interest to THE NASH ENGINEERING COMPANY)
GENERAL BOILER CASING COMPANY, INC.
GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to Asbestos Corporation Limited and Atlas Turner, Inc.
GENERAL ELECTRIC COMPANY
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.
GOULD PUMPS, INCORPORATED
GREAT BARRIER INSULATION CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
IMO INDUSTRIES INC.
J. & L. INSULATION, INC.
J.R. DEANS COMPANY, INC.
NIBCO INC.
PARAMOUNT GLOBAL)

f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, A DELAWARE CORPORATION, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, A PENNSYLVANIA CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
PIEDMONT INSULATION, INC.
REDCO CORPORATION f/k/a CRANE CO.)
REDCO CORPORATION f/k/a CRANE CO. individually and as successor- in-interest to PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP.
SANDERS BROTHERS, INC. a/k/a ENCOMPAS INDUSTRIAL (GAFFNEY), INC.)
SEQUOIA VENTURES, INC. f/k/a BECHTEL CORPORATION)
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N.C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA)LLC
TEACHEY MECHANICAL, INC.
THE GOODYEAR TIRE & RUBBER (COMPANY)
COMPANY) THE MARLEY-WYLAIN COMPANY LLC) d/b/a WEIL-MCLAIN)
UNION CARBIDE CORPORATION)

VELVAN VALVE CORP.)
VIKING PUMP, INC.)
WIND UP, LTD.)
Individually and as successor-in-interest to)
PIPE & BOILER INSULATION, INC. f/k/a)
CAROLINA INDUSTRIAL INSULATING CO.)
)
Defendants.)
)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, JERRY HARTSELL and JOAN HARTSELL (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by that through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Jerry Hartsell was diagnosed with mesothelioma cause by exposure to asbestos and dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. The Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a). Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b). Contracting to supply services or things in the State;
 - ©. Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - ©. Entering into a contract to be performed in whole or in part by either party in this State; and/or

- (f). Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State/Commonwealth of South Carolina.
- 3. The Court has general consent jurisdictions over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdictions over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendants, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina or North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.

- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Jerry Hartsell experience occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a). the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b). the Premises Defendants invited the Plaintiff Jerry Hartsell as a carpenter on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
 - ©. the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
 - (d). the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Jerry Hartsell's mesothelioma.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Jerry Hartsell experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an

established distribution channel with the expectation that their products would be purchased and/or used with in South Carolina.

- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina, and/or contracting with the employer of Plaintiff Jerry Hartsell in South Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.
- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Jerry Hartsell experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Jerry Hartsell to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to South Carolina Long-Arm Statute and the United States Constitution.
- 14. Plaintiff Jerry Hartsell's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

- 15. Plaintiffs were not aware at the time of exposure that asbestos or asbestoscontaining products present any risk of injury and/or disease.
- 16. Plaintiff Jerry Hartsell worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 17. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined.

 Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity", Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity", such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendants; Defendants, and each of them caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity:" and that each such Defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP. INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.

ATLAS ASBESTOS COMPANY LTD
B&D MARINE AND INDUSTRIAL BOILERS INC.
GUY M. BEATY & CO.
BURNHAM COMMERCIAL and BURNHAM CORPORATION

CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY
CIL, INC	CLARKSON BROTHERS, INC.
CLEAVER-BROOKS, INC	AQUA-CHEM, INC. and CLEAVER-BROOKS DIVISION
CLYDE UNION INC	UNION PUMP COMPANY
COMPUDYNE, LLC	COMPUDYNE CORPORATION and YORK-SHIPLEY INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
COOPER INDUSTRIES LLC	GARDNER DENVER INSUTRIAL MACHINERY

FLOWSERVE US INC.	

	ROCKWELL MANUFACTURING COMPANY and VOGT VALVE COMPANY
FMC CORPORATION	PEERLESS PUMP BUSINESS and CHICAGO PUMP
GARDNER DENVER NASH, LLC	THE NASH ENGINERRING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED AND ATLAS TURNER, INC.
GOULDS PUMPS LLC	GOULD PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
ITT LLC	ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP. BELL AND GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
PARAMOUNT GLOBAL	VIACOMCBS INC. CBS CORPORATION, A DELAWARE CORPORATION, VIACOM, INC. CBS CORPORATION, A PENNSYLVANIA CORPORATION, WESTINGHOUSE ELECTRIC CORPORATION
REDCO CORPORATION	CRANE CO.
REDCO CORPORATION	CRANE CO., PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP.
SANDERS BROTHERS, INC.	ENCOMPASS INDUSTRIAL (GAFFNEY), INC.

THE MARELY-WYLAIN COMPANY LLC	WEIL-MCLAIN
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

- 18. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 19. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
 - 20. There is no cure for mesothelioma.
- 21. Mesothelioma is on the most painful cancers. The last months of life of mesothelioma patients is often dominated by severe and unremitting pain despite the best efforts to control it, and death usually comes by gradual suffocation.
- 22. Medical science has not found effective therapies for mesothelioma, and most patients do not survive beyond 18 months regardless of treatment.

- 23. The latency period (time between exposure and disease) for mesothelioma is typically between 10 to 80 years for most persons, with the average latency for pleural mesothelioma being approximately 45 years.
- 24. As a direct and proximate result of the conduct as alleged within, Plaintiff Jerry Hartsell suffered permanent injuries, including, but not limited to, mesothelioma and other lung damages, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 25. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff
 Jerry Hartsell incurred, and will continue to incur, liability for physicians, surgeons, nurses,
 hospital care, medicine, hospices, x-rays, and other medical treatment, the true and exact amount
 thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court
 and all parties accordingly when the true and exact cost of Plaintiff Jerry Hartsell's medical
 treatment is ascertained.
- 26. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Jerry Hartsell incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

27. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Jerry Hartsell was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.

MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Robert B. Ray's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 3M

29. Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina.

COMPANY arise out of this Defendant's business activities in the State of South Carolina.

4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, A. LYNN THOMAS COMPANY, INCORPORATED, was a Virginia corporation with its principal place of business in Virginia. At all times material hereto, A. LYNN THOMAS COMPANY, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. A. LYNN THOMAS COMPANY, INCORPORATED is sued as a Product Defendant. A. LYNN THOMAS COMPANY, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of A. Lynn Thomas Company, Incorporated, exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has

done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against A. LYNN THOMAS COMPANY, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, asbestos-containing boilers and heaters. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 32. Defendant, **ABB INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Brown Boveri turbines. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, asbestos-containing Buffalo Pumps. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry

Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 34. Defendant, ANCHOR/DARLING VALVE COMPANY, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Darling valves. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ANCHOR/DARLING VAVLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 35. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, ASBESTOS CORPORATION LIMITED, was and is a Canadian corporation with its principal place of business in Canadia. At all times material hereto, ASBESTOS CORPORATION LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, asbestos-containing raw material. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South

Carolina. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, ATLAS TURNER INC., f/k/a ATLAS ASBESTOS COMPANY, was and is a Canadian corporation with its principal place of business in Canada. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, asbestos-containing boilers and heaters. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ATLAS TURNER INC. arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **B&D INDUSTRIAL BOILERS**, **INC.**, a/k/a B&D MARINE INDUSTRIAL BOILERS, INC. was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, B&D INDUSTRIAL BOILERS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. B&D INDUSTRIAL BOILERS, INC. is sued as a Product Defendant. B& D INDUSTRIAL BOILERS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of B &D Industrial Boilers, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against B&D INDUSTRIAL BOILERS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and

North Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **BURNHAM LLC**, d/b/a BURNHAM COMMERCIAL and f/k/a BURNHAM CORPORATION, was and is a Canadian limited liability company with its principal place of business in Canada. At all times material hereto, BURNHAM LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Burnham boilers. BURNHAM LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against BURNHAM LLC arise out of this Defendant's business activities in the State of South Carolina.

- 41. Defendant, **BW/IP INC.**, and its wholly owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Byron Jackson pumps and associated asbestos materials. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 42. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or

products fraudulently marketed to prevent asbestos exposure including, but not limited to,
Marley cooling towers and associated asbestos materials. CANVAS CT, LLC is sued as a
Product Defendant. Furthermore, this Defendant has done and does substantial business in the
State of South Carolina and North Carolina, including the sale and distribution of its dangerous
and/or defective products and services. The exposures to this Defendant's products, actions,
inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's
disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CANVAS
CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, CLEAVER-BROOKS, INC., f/k/a AQUA-CHEM, INC., d/b/a CLEAVER-BROOKS DIVISION, , was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Cleaver Brooks boilers and associated asbestos materials. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 44. Defendant, CIL, INC., f/k/a CLARKSON BROTHER, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CIL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. CIL, INC. is sued as a Product Defendant. CIL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of CIL, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CIL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 45. Defendant, **CLYDE-UNION INC.**, **f/k/a UNION PUMP COMPANY**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CYLDE-UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or

retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Union pumps and associated asbestos materials. CLYDE-UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CLYDE-UNION INC. arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, COMPUDYNE, LLC, f/k/a COMPUDYNE CORPORATION successor-in-interest to YORK-SHIPLEY INC., was and is a California limited liability company with its principal place of business in Nevada. At all times material hereto, COMPUDYNE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, York boilers and associated asbestos materials. COMPUDYNE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury,

occurred in the State of South Carolina. Plaintiffs' claims against COMPUDYNE LLC arise out of this Defendant's business activities in the State of South Carolina.

- 47. Defendant, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC., d/b/a CED, individual and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, procuring and supplying asbestoscontaining materials, including but not limited to insulation, materials, gaskets, packing, fireproofing, refractory products and equipment which contained asbestos-containing specified parts to Duke Energy Powerhouses. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 48. Defendant, **COOPER INDUSTRIES LLC**, formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY, was and is a Delaware limited liability company with

its principal place of business in Texas. At all times material hereto, COOPER INDUSTRIES LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Gardner Denver Pumps and associated asbestos materials. COOPER INDUSTRIES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COOPER INDUSTRIES LLC arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **COPELAND CORPORATION LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Copeland compressors and associated asbestos materials. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

- 50. Defendant, COPES-VULCAN, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Vulcan blowers, valves, and associated asbestos materials. COPES-VULCAN, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 51. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina while engaged,

directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporations exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **CROWN BOILER CO.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Crown boilers and associated asbestos materials. CROWN BOILER CO. is sued as a Product Defendant. Furthermore, this Defendant

has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CROWN BOILER CO. arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry

Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 54. Defendant, **DEZURIK**, **INC.**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, DEZURIK, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Vulcan blowers, valves, DeZurik valves and associated asbestos materials. DEZURIK, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DEZURIK, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 55. Defendant, **ECODYNE CORPORATION**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or

products fraudulently marketed to prevent asbestos exposure including, but not limited to, Foster Wheeler Cooling towers. ECODYNE CORPORATION is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ECODYNE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **ELECTROLUX HOME PRODUCTS, INC.**, individually and as successor-in-interest to COPES-VULCAN, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Vulcan blowers and valves. ELECTROLUX HOME PRODUCTS, INC.is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ELECTROLUX HOME

PRODUCTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 57. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to ROCKWELL MANUFACUTURING COMPANY and VOGT VALVE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BURNHAM LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Rockwell valves, Vogt valves and associated asbestos materials. FLOWSERVE US INC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.
- 58. Defendant, **FMC CORPORATION**, on behalf of its former PEERLESS PUMP BUISNESS and CHICAGO PUMP, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Chicago Pumps and Peerless pumps.

FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **FORT KENT HOLDINGS, INC.**, was and is a Delaware corporation with its principal place of business in California. At all times material hereto, FORT KENT HOLDINGS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Durham Bush boilers and Iron Fireman boilers. FORT KENT HOLDINGS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FORT

KENT HOLDINGS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 60. Defendant, FOSTER WHEELER ENERGY CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Foster Wheeler boilers and. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 61. Defendant, **GARDNER DENVER NASH**, **LLC**, individually and as successor-in-interest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing,

using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Nash pups and associated asbestos materials. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GARNDER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in

the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to Asbestos Corporation Limited and Atlas Turner, Inc., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, asbestos fibers, asbestos materials and d associated asbestos materials. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL DYNAMICS

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CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, GENERAL ELECTRIC COMPANY, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, General Electric turbines, generators, electrical components, and associated asbestos materials. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL ELECTRIC arise out of this Defendant's business activities in the State of South Carolina.
- Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Goulds pumps and associated asbestos materials.

GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, GOULDS PUMPS, INCORPORATED, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Goulds pumps and associated asbestos materials. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

- 68. Defendant, GREAT BARRIER INSULATION CO., was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSUALTION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.
- 69. Defendant, **GRINNELL LLC**, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in

the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Grinnell boilers, heaters, valves, and associated asbestos materials. GRINNELL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRINNELL LLC arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **IMO INDUSTRIES INC.** was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Delaval turbines, pumps and associated asbestos materials. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's

disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

- 71. Defendant, ITT LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL AND GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Bell and Gossett pumps, valves, Kennedy Valves, and other associated asbestos materials. ITT LLC. Is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.
- 72. Defendant, **J. & L. INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSUALTION, INC. was authorized to do business in the State of South Carolina while

engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, J. R. DEANS COMPANY, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, J. R DEANS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials,

including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. J. R. DEANS COMPANY, INC. is sued as a Product Defendant. J. R. DEANS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. R. Deans Company, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. R. DEANS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, NIBCO INC., was and is an Indiana corporation with its principal place of business in Indiana. At all times material hereto, NIBCO INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Nibco valves and associated asbestos materials. NIBCO INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed

to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against NIBCO INC. arise out of this Defendant's business activities in the State of South Carolina.

- 75. Defendant, PARMOUNT GLOBAL, f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, A DELAWARE CORPORATION, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, A PENNSYLVANIA CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Westinghouse blowers, ship service generators, turbines, emergency and associated asbestos materials. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.
- 76. Defendant, **PIEDMONT INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto,

PIEDMONT INSUALTION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **REDCO CORPORATION**, f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products,

materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Cranite gaskets, packing, and associated asbestos materials.

REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **REDCO CORPORATION**, f/k/a CRANE CO. individually and as successor-in-interest to PACIFIC STEEL BOILER CO. and NATIONAL-U.S. RADIATOR CORP., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Pacific Boilers and associated asbestos materials. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, SANDERS BROTHERS, INC., a/k/a ENCOMPASS INDUSTRIAL (GAFFNEY), INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SANDERS BROTHERS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. SANDERS BROTHERS, INC. is sued as a Product Defendant. SANDERS BROTHERS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Sanders Brothers, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SANDERS BROTHERS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 80. Defendant, SPIRAX SARCO, INC., was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPRIAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, steam traps and associated asbestos materials. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 81. Defendant, **STANDARD INSULATION COMPANY OF N.C.**, **INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSUALTION COMPANY OF N.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous

jobsites in South Carolina and North Carolina. STANDARD INSULATION COMPANY OF N.C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N.C., Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States

which, during the actual operations of Starr Davis Company, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C., Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 84. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Peerless pumps. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.
- 85. Defendant, **TEACHEY MECHANICAL**, **INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, TEACHEY MECHANICAL, INC. was authorized to do business in the State of South Carolina

while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. TEACHEY MECHANICAL, INC. is sued as a Product Defendant. TEACHEY MECHANICAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Teachey Mechanical, Inc., exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against TEACHEY MECHANICAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, THE GOODYEAR TIRE & RUBBER COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos

exposure including, but not limited to, Cranite gaskets, and valves. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

MCLAIN, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, THE MARLEY-WYLAIN COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Weil boilers and associated asbestos materials. THE MARLEY-WYLAIN COMPANY LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE

MARLEY-WYLAIN COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

- 88. Defendant, UNION CARBIDE CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Calidria raw asbestos fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 89. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products

fraudulently marketed to prevent asbestos exposure including, but not limited to, Velan valves and associated asbestos materials. VELAN VALVE CORP. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VELAN VALVE CORP. arise out of this Defendant's business activities in the State of South Carolina.

90. Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, Cranite gaskets, packing, and associated asbestos materials. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, WIND UP, LTD., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD.. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and North Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd.exposed tens of thousands of people, including the Plaintiff Jerry Hartsell, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina and North Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Jerry Hartsell's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

- 92. Plaintiffs bring this action for monetary damages as a result of Plaintiff Jerry Hartsell contracting an asbestos-related disease.
 - 93. Plaintiff was diagnosed with mesothelioma on or about March of 2024...

- 94. Plaintiff Jerry Hartsell's mesothelioma was caused by his exposure to asbestos during the course of his employment.
- 95. During his work history, Plaintiff Jerry Hartsell was exposed to Defendants' asbestos-containing products through his work as a journeyman bricklayer. He laid fire brick and block, and installed refractory material on boilers, furnaces, ovens, hoppers, kilns, and other high heat equipment. In the mid to later 1970s's, he became a working job foreman until he retired. During this time he worked in industrial facilities, including powerhouses, industrial plants, chemical plants, steel mills, textile mills, and the like. During the time period from 1962-1983 while working in this trade, he also works with and around other crafts, including but not limited to, insulators, pipefitters, boilermakers, turbine workers, powerhouse workers, maintenance crews, electricians, carpenters, and laborers, who were working with and disturbing asbestos containing materials and equipment.
- 96. During the course of Plaintiff Jerry Hartsell's employment at the location(s) mentioned above, during other occupational and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fiber emanating from certain products he was working around.
- 97. Plaintiff Jerry Hartsell's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Ferry Hartsell's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 98. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.

- 99. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 100. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious disease are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 101. As a direct and proximate result of the conduct as alleged within, Plaintiff Jerry Hartsell suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 102. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff
 Jerry Hartsell has incurred, and will continue to incur, liability for physicians, surgeons, nurses,
 hospital care, medicine, hospices, x-rays, and other medical treatment, the true and exact amount
 thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court
 and all parties accordingly when the true and exact cost of Plaintiff Jerry Hartsell's medical
 treatment is ascertained.
- 103. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION

(Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

- 104. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.
- 105. At all times herein mentioned, each of the named Defendants was an entity and/r the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.
- singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembles, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Jerry

Hartsell and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

107. The asbestos and asbestos-containing products were defective and unsafe for their intended purposes in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Jerry Hartsell's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Jerry Hartsell. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them breached said duty of due care.

108. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship, and other common carriers that in the shipping process the products would

break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft, and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out", and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Jerry Hartsell would use or be in proximity to and exposed to said asbestos fibers.

- 109. At all times relevant, Defendant and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Jerry Hartsell, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately waned of the hazards associated with their products.
- 110. Plaintiff Jerry Hartsell, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 111. Plaintiff Jerry Hartsell suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Jerry Hartsell was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 112. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Jerry Hartsell's injuries. and all damages thereby sustained by

Plaintiff Jerry Hartsell. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

- 113. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Jerry Hartsell and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Jerry Hartsell and others similarly situated.
- 114. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of or with the assistance of Defendants and/or their "alternate entities."
- 115. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and

asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assumed, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

- 116. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Jerry Hartsell.
- 117. Plaintiff Jerry Hartsell and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Jerry Hartsell, or other exposed persons. Defendants

and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

118. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

119. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability – S.C. Code Ann. §15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 120. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 121. Plaintiff Jerry Hartsell suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Jerry Hartsell was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

- 122. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Jerry Hartsell's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 123. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Jerry Hartsell, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Jerry Hartsell, and others similarly situated.
- 124. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Jerry Hartsell, would use or be in proximity to and exposed to said asbestos fibers.
- 125. Plaintiff Jerry Hartsell, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and

products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

- 126. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 127. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Jerry Hartsell's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestoscontaining products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 128. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Jerry Hartsell herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 129. Plaintiff Jerry Hartsell and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Jerry Hartsell, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Jerry Hartsell and others similarly situated were exposed.
- 130. Defendants' defective products as described above were a direct cause of Plaintiff Jerry Hartsell's injuries, and the damages thereby sustained.
- 131. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Jerry Hartsell, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their

"alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 132. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact exposure was extremely hazardous to health and human life.
- 133. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their

"alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Jerry Harstell and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

- 134. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 135. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 136. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others,

packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based Upon Respondeat Superior)

As A Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondent Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 137. Plaintiffs incorporated herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 138. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry Hartsell worked and/or spent time as alleged above.
- 139. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Jerry Hartsell was exposed.
- 140. Employees handling and disturbing asbestos-containing products in Plaintiff Jerry Hartsell's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 141. Employees handling and disturbing asbestos-containing products in Plaintiff Jerry Hartsell, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 142. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 143. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Jerry Hartsell, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Jerry Hartsell.
- 144. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 145. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Jerry Hartsell.
- 146. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Jerry Hartsell that he was being exposed to asbestos, failed to adequately warn Plaintiff

of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 147. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Jerry Hartsell
- 148. Defendants' employees owed Plaintiff Jerry Hartsell a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 149. Defendants' employees breached this duty of care as described above.
- 150. At all times mentioned, Plaintiff Jerry Hartsell was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 151. As a direct result of the Defendants' employees conduct, Plaintiff Jerry Hartsell's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Jerry Hartsell and the damages and injuries as complained of herein by Plaintiffs.
- 152. The risks herein alleged and the resultant damages suffered by the Plaintiff Jerry Hartsell were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

153. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Jerry Hartsell.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractors)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 154. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 155. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry Hartsell worked and/or spent time.
- 156. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 157. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Jerry Hartsell, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Jerry Hartsell would be exposed to dangerous asbestos dust beyond the present.
- 158. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and

disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.

- 159. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Jerry Hartsell, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Jerry Hartsell was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 161. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Jerry Hartsell, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

- 162. At all times herein mentioned, Plaintiff Jerry Hartsell was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 163. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 164. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Jerry Hartsell, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 165. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 166. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-

containing products and materials during the course and scope of their employment by Defendants.

- 167. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Jerry Hartsell, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.
- 168. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Jerry Hartsell became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Jerry Hartsell to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence *Per Se*)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants and Allege as Follows:

- 169. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 170. The actions of Defendants also constituted negligence *per se*.
- 171. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Jerry Hartsell. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the

reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms.,

Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

172. The negligence *per se* of Defendants was a proximate cause of Plaintiff Jerry Hartsell's injuries.

FOR A SIXTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties – S.C. Code Ann. § 36-2-314)

As a Sixth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 173. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 174. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 175. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Jerry Hartsell carried out his duties and was inhaled by Plaintiff Jerry Hartsell.
- 176. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Jerry Hartsell were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Jerry Hartsell consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A SEVENTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

For a Seventh Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 177. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 178. That during, before and after Plaintiff Jerry Hartsell's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Jerry Hartsell in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Jerry Hartsell. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 179. The foregoing representations were material conditions precedent to Plaintiff
 Jerry Hartsell's continued exposure to asbestos-containing products. Defendants and/or their
 "alternate entities" each intended that Plaintiff Jerry Hartsell act upon the representations by
 continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Jerry
 Hartsell was ignorant of the falsity of Defendants' representations and rightfully relied upon the
 representations.
- 180. As a direct and proximate result Plaintiff Jerry Hartsell's reliance upon

 Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR AN EIGHTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For an Eighth Distinct Cause of Action for Conspiracy and Concert of Action, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

- 181. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 183. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 184. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of

profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

- 185. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Jerry Hartsell was exposed to and breathed asbestos dust which resulted in Plaintiff Jerry Hartsell's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.
- 186. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Jerry Hartsell was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Jerry Hartsell's illness.
- 187. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.

- 188. Plaintiff Jerry Hartsell unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.
- 189. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Jerry Hartsell from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 190. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Jerry Hartsell.
- 191. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Jerry Hartsell was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff, his co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Jerry Hartsell of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 192. During the relevant time period the Plaintiff Jerry Hartsell was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came

from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.

- 193. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Plaintiff Jerry Hartsell, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:
 - (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.
 - (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
 - (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired

the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Jerry Hartsell.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for

- the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Jerry Hartsell to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 194. Plaintiff Jerry Hartsell reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

Met Life, Manville and Raymark, the Plaintiff Jerry Hartsell was deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR A NINTH CAUSE OF ACTION (Loss of Consortium)

For a Ninth Distinct Cause of Action for Loss of Consortium, Plaintiff Joan Hartsell Complains of Defendants, and Alleges as Follows:

- 196. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 197. Plaintiffs Jerry Hartsell and Joan Hartsell are married and at all times relevant to this action were husband and wife.
- 198. Prior to his injuries as alleged, Plaintiff Jerry Hartsell was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Jerry Hartsell has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Joan Hartsell was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 199. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Jerry Hartsell as set forth herein, Plaintiff's

spouse and co-Plaintiff Joan Hartsell suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

June 19, 2024

Columbia, South Carolina.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
ANTHONY D. ROBINSON and JOYCE J. ROBINSON,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket)
4520 CORP., INC.))
A.W. CHESTERTON COMPANY ABB INC.) SUMMONS)
AIR & LIQUID SYSTEMS CORPORAT	TION)
AMENTUM ENVIRONMENT & ENER INC.	GY,)
ARMSTRONG INTERNATIONAL, INC	.)
ASBESTOS CORPORATION LIMITED	
ATLAS TURNER INC.)
BAHNSON, INC.)
BAYER CROPSCIENCE LLC)
BEATY INVESTMENTS, INC.)
BECHTEL CORPORATION)
BRENNTAG NORTH AMERICA, INC.)
BRENNTAG SPECIALTIES, LLC))
BW/IP INC.))
CANVAS CT, LLC))
CARBOLINE COMPANY))

CARRIER CORRORATION	
CARRIER CORPORATION)
CARVER PUMP COMPANY)
CELEANSE CORPORATION)
CLYDE UNION INC.)
CNA HOLDINGS LLC)
COOK'S INSULATION, INC.)
COOPER CROUSE-HINDS, LLC)
COVIL CORPORATION)
CROSBY VALVE, LLC)
DANIEL INTERNATIONAL CORPORATION)
DAP, INC.)
DAVIS MECHANICAL CONTRACTORS,)
INC.)
· · · · · · · · · · · · · · · · · · ·)
INC.)
INC. EMERSON ELECTRIC CO.)))))))))
INC. EMERSON ELECTRIC CO. ERICSSON, INC. FISHER CONTROLS INTERNATIONAL	
INC. EMERSON ELECTRIC CO. ERICSSON, INC. FISHER CONTROLS INTERNATIONAL LLC	
INC. EMERSON ELECTRIC CO. ERICSSON, INC. FISHER CONTROLS INTERNATIONAL LLC FLOWSERVE CORPORATION	
INC. EMERSON ELECTRIC CO. ERICSSON, INC. FISHER CONTROLS INTERNATIONAL LLC FLOWSERVE CORPORATION FLOWSERVE US INC. FLUOR CONSTRUCTORS	
INC. EMERSON ELECTRIC CO. ERICSSON, INC. FISHER CONTROLS INTERNATIONAL LLC FLOWSERVE CORPORATION FLOWSERVE US INC. FLUOR CONSTRUCTORS INTERNATIONAL FLUOR CONSTRUCTORS	

FLUOR ENTERPRISES, INC.
FMC CORPORATION
FORD MOTOR COMPANY
GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY
GOULD ELECTRONICS INC.
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC
GRAYBAR ELECTRIC COMPANY, INC.
GREAT BARRIER INSULATION CO.
GRINNELL LLC
HEAT & FROST INSULATION COMPANY, INC.
HENRY PRATT COMPANY, LLC
HONEYWELL INTERNATIONAL, INC.
HOWDEN NORTH AMERICA INC.
IMO INDUSTRIES INC.
ITT LLC
J. & L. INSULATION, INC.
JOHNSON & JOHNSON)
JOHNSON & JOHNSON CONSUMER INC.
)

JOHNSON & JOHNSON HOLDCO (NA) INC.
JOHNSON CONTROLS, INC.
KAISER GYPSUM COMPANY, INC.
KENVUE INC.
LLT MANAGEMENT LLC
METROPOLITAN LIFE INSURANCE COMPANY
MORSE TEC LLC
OCCIDENTAL CHEMICAL CORPORATION
PARAMOUNT GLOBAL
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY
PECW HOLDING COMPANY
PIEDMONT INSULATION, INC.
PLASTICS ENGINEERING COMPANY
PRESNELL INSULATION CO., INC.
R.T. VANDERBILT HOLDING COMPANY,) INC.
REDCO CORPORATION
RILEY POWER INC.
ROCKWELL AUTOMATION, INC.
RUST ENGINEERING & CONSTRUCTION) INC.
RUST INTERNATIONAL INC.

SAINT-GOBAIN ABRASIVES, INC.)
SCHNEIDER ELECTRIC USA, INC.)
SEQUOIA VENTURES INC.)
SIEMENS INDUSTRY, INC.)
SPENCE ENGINEERING COMPANY, INC.)
SPIRAX SARCO, INC.)
STANDARD INSULATION COMPANY OF N. C., INC.))
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
STERLING FLUID SYSTEMS (USA) LLC)
THE BONITZ COMPANY)
THE GOODYEAR TIRE & RUBBER COMPANY)
THE OKONITE COMPANY)
THE WILLIAM POWELL COMPANY)
UNION CARBIDE CORPORATION)
UNITED TECHNOLOGIES, INC.)
VALVES AND CONTROLS US, INC.)
VANDERBILT MINERALS LLC)
VELAN VALVE CORP.)
VIKING PUMP, INC.)
VISTRA INTERMEDIATE COMPANY LLC)))
WARREN PUMPS LLC)

)
)
)
)))

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

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Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

June 18, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FOR THE FIFTH JUDICIAL CIRCUIT
ANTHONY D. ROBINSON and JOYCE J. ROBINSON,) C/A NO. 2024-CP-40
JOTEL J. ROBINSON,)
Plaintiffs,)
V.) In Re:
2M COMPANY) Asbestos Personal Injury Litigation
3M COMPANY f/k/a MINNESOTA MINING AND) Coordinated Docket
MANUFACTURING COMPANY) Living Mesothelioma
MANUFACTURING COMPANT) Living Wesomenoma
4520 CORP., INC.)
individually and as successor-in-interest to)
BENJAMIN F. SHAW COMPANY) <u>COMPLAINT</u>
A.W. CHESTERTON COMPANY)
A.W. CHESTERION COMPANI)
ABB INC.) (Jury Trial Demanded)
AID 8-1 IOUID SYSTEMS CODDODATION	
AIR & LIQUID SYSTEMS CORPORATION)
individually and as successor-in-interest to BUFFALO PUMPS, INC.)
BOTTILO TOMIS, IIVE.)
AMENTUM ENVIRONMENT & ENERGY,	,)
INC. f/k/a AECOM ENERGY &)
CONSTRUCTION, INC., individually and as)
successor-in-interest to YEARGIN)
CONSTRUCTION COMPANY, INC.)
successor-in-interest to IMPAC, INC.)
ARMSTRONG INTERNATIONAL, INC.)
ASBESTOS CORPORATION LIMITED)
ATLAS TURNER INC.)
f/k/a ATLAS ASBESTOS COMPANY LTD.)
INTELLIBRIDED COMMINICIED.	,)
BAHNSON, INC.)
DAVED OD ODGGEDVOS VA C)
BAYER CROPSCIENCE LLC)
f/k/a BAYER CROPSCIENCE, INC.)
individually and as successor-in-interest to)
)

AMCHEM PRODUCTS, INC. successor to BENJAMIN FOSTER COMPANY)
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION)
BRENNTAG NORTH AMERICA, INC. individually and as successor to MINERAL AND PIGMENT SOLUTIONS, INC.)
BRENNTAG SPECIALTIES, LLC f/k/a BRENNTAG SPECIALTIES, INC. f/k/a MINERAL AND PIGMENT SOLUTIONS, INC.)
BW/IP INC. and its wholly-owned subsidiaries)
CANVAS CT, LLC individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY)
CARBOLINE COMPANY)
CARRIER CORPORATION)
CARVER PUMP COMPANY)
CELANESE CORPORATION)
CLYDE UNION INC. f/k/a UNION PUMP COMPANY)
CNA HOLDINGS LLC f/k/a CELANESE CORORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC.)
COOK'S INSULATION, INC.)
COOPER CROUSE-HINDS, LLC)
COVIL CORPORATION)
CROSRY VALVE LLC)

DANIEL INTERNATIONAL CORPORATION)
DAP, INC. n/k/a LA MIRADA PRODUCTS CO., INC.
DAVIS MECHANICAL CONTRACTORS,) INC.
EMERSON ELECTRIC CO. individually and as successor-in-interest to J.E. LONERGAN COMPANY)
ERICSSON, INC. individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY)
FISHER CONTROLS INTERNATIONAL LLC
FLOWSERVE CORPORATION f/k/a THE DURIRON COMPANY INC.
FLOWSERVE US INC. individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY)
FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.
FLUOR DANIEL SERVICES CORPORATION
FLUOR ENTERPRISES, INC.
FMC CORPORATION) on behalf of its former Peerless Pump business)
FORD MOTOR COMPANY)
)

3

GENERAL BOILER CASING COMPANY,) INC.
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA))
GOULD ELECTRONICS INC. individually and as successor-in-interest to ITE CIRCUIT BREAKER CO.
GOULDS PUMPS, INCORPORATED
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.)
GRAYBAR ELECTRIC COMPANY, INC.
GREAT BARRIER INSULATION CO.
GRINNELL LLC d/b/a GRINNELL CORPORATION)
HEAT & FROST INSULATION COMPANY, INC.
HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY)
HONEYWELL INTERNATIONAL, INC. individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION)
HENRY PRATT COMPANY, LLC d/b/a HENRY PRATT COMPANY HONEYWELL INTERNATIONAL, INC. individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION HOWDEN NORTH AMERICA INC. f/k/a HOWDEN BUFFALO, INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY)
IMO INDUSTRIES INC.

)
ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY	()()()()
J. & L. INSULATION, INC.	,) `
JOHNSON & JOHNSON)
JOHNSON & JOHNSON CONSUMER INC. (a/k/a "JJCI 3.0"), individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI") and JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.)))))))))
JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI")	,) () () () (
JOHNSON CONTROLS, INC.))
KAISER GYPSUM COMPANY, INC.)
KENVUE INC. individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI") and JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.)))))))))
LLT MANAGEMENT LLC f/k/a LTL MANAGEMENT LLC)))
METROPOLITAN LIFE INSURANCE COMPANY)))
MORSE TEC LLC f/k/a BORGWARNER MORSE TEC LLC)))

as successor-by-merger to BORG-WARNER CORPORATION)
OCCIDENTAL CHEMICAL CORPORATION individually and as successor-in-interest to DUREZ CORPORATION)))
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION	
PATTERSON PUMP COMPANY)
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)
PECW HOLDING COMPANY f/k/a PLASTICS ENGINEERING COMPANY)
)
PIEDMONT INSULATION, INC.)
PIEDMONT INSULATION, INC. PLASTICS ENGINEERING COMPANY d/b/a PLENCO)
PLASTICS ENGINEERING COMPANY)
PLASTICS ENGINEERING COMPANY d/b/a PLENCO	
PLASTICS ENGINEERING COMPANY d/b/a PLENCO PRESNELL INSULATION CO., INC. R.T. VANDERBILT HOLDING COMPANY, INC. individually and as successor-in-interest to	
PLASTICS ENGINEERING COMPANY d/b/a PLENCO PRESNELL INSULATION CO., INC. R.T. VANDERBILT HOLDING COMPANY, INC. individually and as successor-in-interest to R.T. VANDERBILT COMPANY, INC. REDCO CORPORATION	
PLASTICS ENGINEERING COMPANY d/b/a PLENCO PRESNELL INSULATION CO., INC. R.T. VANDERBILT HOLDING COMPANY, INC. individually and as successor-in-interest to R.T. VANDERBILT COMPANY, INC. REDCO CORPORATION f/k/a CRANE CO. RILEY POWER INC. f/k/a BABCOCK BORSIG POWER, INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER	

ALLEN-BRADLEY COMPANY LLC f/k/a) ROCKWELL INTERNATIONAL) CORPORATION)
RUST ENGINEERING & CONSTRUCTION) INC.) individually and as successor-in-interest to) SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC.) RUST INTERNATIONAL INC.) individually and as successor-in-interest to SIRRINE ENVIRONMENTAL) CONSULTANTS, INC.)
SAINT-GOBAIN ABRASIVES, INC. individually and as successor-in-interest to NORTON COMPANY)
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D COMPANY)
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)
SIEMENS INDUSTRY, INC. individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO.
SPENCE ENGINEERING COMPANY, INC.
SPIRAX SARCO, INC.
STANDARD INSULATION COMPANY OF) N. C., INC.
STARR DAVIS COMPANY, INC.
STARR DAVIS COMPANY OF S.C., INC.
STERLING FLUID SYSTEMS (USA) LLC
THE BONITZ COMPANY f/k/a BONITZ INSULATION COMPANY)

THE GOODYEAR TIRE & RUBBER COMPANY)		
THE OKONITE COMPANY)		
THE WILLIAM POWELL COMPANY)		
UNION CARBIDE CORPORATION))		
UNITED TECHNOLOGIES, INC. individually and as successor-in-interest to PRATT & WHITNEY, OTIS ELEVATOR CO.	,)))		
VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.	,)))		
VANDERBILT MINERALS LLC f/k/a RT VANDERBILT COMPANY INC., individually and as successor to INTERNATIONAL TALC CO.			
VELAN VALVE CORP.))		
VIKING PUMP, INC.))		
VISTRA INTERMEDIATE COMPANY LLC individually and as successor-in-interest to CRSS INC.	,))) ,		
WARREN PUMPS LLC)		
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO.	,))))		
YORK INTERNATIONAL CORPORATION))		
ZURN INDUSTRIES, LLC individually and as successor-in-interest to ERIE CITY IRON WORKS	,))) ,		
Defendants.)		

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, ANTHONY D. ROBINSON and JOYCE J. ROBINSON (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Anthony D. Robinson was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.
- 4. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is

amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and North Carolina are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Anthony D. Robinson experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:
 - (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
 - (b) the Premises Defendants invited the Plaintiff Anthony D. Robinson as a carpenter on to Defendants' premises to perform construction work for

- Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Jerry P. Ross' mesothelioma.
- 9. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Anthony D. Robinson experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 10. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 11. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina, and/or contracting with the employer of Plaintiff Anthony D. Robinson in South Carolina for Plaintiff and others to cross state lines to work on Defendant's premises.
- 12. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos

and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Anthony D. Robinson experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

- 13. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Anthony D. Robinson to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 14. Plaintiff Anthony D. Robinson's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 15. Plaintiffs were not aware at the time of exposure that asbestos or asbestoscontaining products presented any risk of injury and/or disease.
- 16. Plaintiff Anthony D. Robinson worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.
- 17. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate

entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC. and IMPAC, INC.
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
BAYER CROPSCIENCE LLC	BAYER CROPSCIENCE, INC., AMCHEM PRODUCTS, INC. and BENJAMIN FOSTER COMPANY
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BRENNTAG NORTH AMERICA, INC.	MINERAL AND PIGMENT SOLUTIONS, INC.
BRENNTAG SPECIALTIES, LLC	BRENNTAG SPECIALTIES, INC. and MINERAL AND PIGMENT SOLUTIONS, INC.
BW/IP INC.	its wholly owned subsidiaries
CANVAS CT, LLC	MARLEY COOLING TOWER COMPANY

DEFENDANT	ALTERNATE ENTITY
CLYDE UNION INC.	UNION PUMP COMPANY
CNA HOLDINGS LLC	CELANESE CORPORATION and FIBER INDUSTRIES, INC.
DAP, INC.	LA MIRADA PRODUCTS CO., INC.
EMERSON ELECTRIC CO.	J.E. LONERGAN COMPANY
ERICSSON, INC.	ANACONDA WIRE & CABLE COMPANY
FLOWSERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWSERVE US INC.	ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	PEERLESS PUMP
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GOULD ELECTRONICS INC.	ITE CIRCUIT BREAKER CO.
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	HENRY PRATT COMPANY

DEFENDANT	ALTERNATE ENTITY
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
JOHNSON & JOHNSON CONSUMER INC.	JOHNSON & JOHNSON CONSUMER INC., JOHNSON & JOHNSON HOLDCO (NA) INC.
JOHNSON & JOHNSON HOLDCO (NA) INC.	JOHNSON & JOHNSON CONSUMER INC.
KENVUE INC.	JOHNSON & JOHNSON CONSUMER INC., JOHNSON & JOHNSON HOLDCO (NA) INC.
LLT MANAGEMENNT LLC	JOHNSON & JOHNSON CONSUMER INC. and LTL MANAGEMENT LLC
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PECW HOLDING COMPANY	PLASTICS ENGINEERING COMPANY

DEFENDANT	ALTERNATE ENTITY
PLASTICS ENGINEERING COMPANY	PLENCO
R.T. VANDERBILT HOLDING COMPANY, INC.	R.T. VANDERBILT COMPANY, INC.
REDCO CORPORATION	CRANE CO.
RILEY POWER INC.	BABCOCK BORSIG POWER, INC., DB RILEY, INC. and RILEY STOKER CORPORATION
ROCKWELL AUTOMATION, INC.	ALLEN-BRADLEY COMPANY LLC and ROCKWELL INTERNATIONL CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
SIEMENS INDUSTRY, INC.	SIEMENS ENERGY & AUTOMATION, INC. and ITE CIRCUIT BREAKER CO.
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
UNITED TECHNOLOGIES, INC.	PRATT & WHITNEY, OTIS ELEVATOR CO.

DEFENDANT	ALTERNATE ENTITY
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD MORRILL CO., INC.
VANDERBILT MINERALS LLC	RT VANDERBILT COMPANY INC. and INTERNATIONAL TALC CO.
VALVES AND CONROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD & MORRILL COL, INC.
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WIND UP, LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZURN INDUSTRIES, LLC	ERIE CITY IRON WORKS

- 18. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 19. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.

- 20. As a direct and proximate result of the conduct as alleged within, Plaintiff Anthony D. Robinson suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 21. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Anthony D. Robinson incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Anthony D. Robinson's medical treatment is ascertained.
- 22. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Anthony D. Robinson incurred, and will continue to incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

ALLEGATIONS APPLICABLE TO ALL TALC DEFENDANTS

- 23. Talc Defendants, as identified herein, sold talc and/or talc-containing products to which Plaintiff Anthony D. Robinson was exposed.
- 24. Each Talc Defendant knew, or should have known through the exercise of reasonable care, of the association of talc with asbestos.
- 25. Consequently, each Talc Defendant was on notice that (a) its talc and/or talc-containing product(s) were likely to contain asbestos and (b) needed to regularly monitor its talc

sources and products for asbestos content through the use of adequately sensitive/powerful methods.

- 26. Since 1898, mineralogy treatises recognized that asbestos is associated with, and often occurs as an accessory mineral to, talc. In 1898, Edward Dana's influential "Text-Book of Mineralogy" stated that "talc ... is often associated with serpentine ... and frequently contains crystals of ... asbestos, actinolite ..." Mineralogy and geology texts frequently and consistently reported this association throughout the twentieth century.
- 27. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew the talc in their products contained asbestos. At the very least, each Talc Defendant should have known of the presence of asbestos in their products if they exercised reasonable care, including monitoring and testing their talc sources and products.
- 28. The talc and/or talc-containing products, used by Plaintiff Anthony D. Robinson and/or Plaintiff's family members, sold, manufactured marketed, and/or distributed by Talc Defendants, contained tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos:
 - (a) Talc sourced from the Fontane mine in Val Chisone, Italy (*e.g.*, Talc 1615, Supra) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
 - (b) Talc sourced from southern Vermont talc mines, such as the Hammondsville, Argonaut and Hamm mines (*e.g.*, Windsor 66, Vertal C-O) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
 - (c) Talc sourced from southwest Montana talc mines, including the Treasure, Regal, Beaverhead and Yellowstone mines, (e.g., Talc 399, Talc 1745, Talc 2755, MP 50-30, MP 60-30, Olympic, Supreme) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.

- (d) Talc sourced from the Guangxi and Liaoning regions in China (*e.g.*, Grade 25, Supra H) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- (e) Talc from the Nancy Jordan mine in Murphy, North Carolina (*e.g.*, Talc 1, Talc 643, Talc 2450) contains tremolite asbestos, actinolite asbestos, anthophyllite asbestos and/or chrysotile asbestos.
- 29. Before and during the time Talc Defendants sold the talc and/or talc-containing products to which Plaintiff Anthony D. Robinson was exposed, each Talc Defendant knew, or should have known through the exercise of reasonable care, of publicly-available scientific literature and other information reporting asbestos minerals, fibrous tremolite/actinolite and/or asbestos in talc, including talc from Val Chisone, Italy (*e.g.*, the Fontane mine), southern Vermont (*e.g.*, Hammondsville, Argonaut and Hamm mines), southwest Montana (*e.g.*, Treasure, Regal, Beaverhead and Yellowstone mines) and China (*e.g.*, Guangxi and Liaoning regions).
- 30. Before and during the time Talc Defendants sold talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of information and test results reporting asbestos minerals, fibrous tremolite/actinolite and/or asbestos in talc, including talc sourced from Val Chisone, Italy (*e.g.*, the Fontane mine), southern Vermont (*e.g.*, Hammondsville, Argonaut and Hamm mines), southwest Montana (*e.g.*, Treasure, Regal, Beaverhead and Yellowstone mines) and China (*e.g.*, Guangxi and Liaoning regions).
- 31. The ordinary, foreseeable and/or intended uses of the talc-containing consumer products Plaintiff Anthony D. Robinson used include, but are not limited to, (a) shaking talc powder out of bottles for various applications to the body, (b) scraping a brush across a compacted powder and/or (c) applying a brush or "poof" to a loose powder product and then to the body or face. Such application methods inevitably result in airborne powder that enter the user's breathing zone and the surrounding area.

- 32. Throughout the time Talc Defendants sold the talc and talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew and intended that end users would use their products (and/or finished talcum powder products) in the above-identified ways. Consequently, as each Talc Defendant knew, if such talc contains asbestos fibers, the ordinary, foreseeable and/or intended uses of finished talcum powder products results in airborne asbestos fibers that users inevitably inhale.
- 33. Because Talc Defendants knew, or should have known in the exercise of reasonable care, their talc-containing products contained asbestos, each Talc Defendant knew the intended uses of their products cause the release of significant concentrations of airborne asbestos fibers that users breathe during ordinary use.
- 34. Inhalation of all asbestos types in all forms, including from asbestos-containing talc, can and does cause mesothelioma.
- 35. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that breathing asbestos fibers can and does cause fatal diseases, including mesothelioma.
- 36. Throughout the time Talc Defendants sold talc and talc-containing products Plaintiff Anthony D. Robinson was exposed to, the hazards of asbestos were knowable and known in the scientific community:
 - (a) The capacity for asbestos to cause disease was first reported in the scientific literature in the 1890s.
 - (b) By the 1920s and 1930s, it was widely known in the scientific literature and generally accepted in the scientific community that asbestos exposure can cause asbestosis.
 - (c) In the 1940s, it was first reported that asbestos exposure can cause mesothelioma.

- (d) By the early 1960s, it was widely known in the scientific literature that asbestos can cause mesothelioma.
- (e) Numerous trade organizations, including organizations which the Talc Defendants were members of and participated in, regularly distributed information about the health hazards of exposure to asbestos.
- (f) Throughout the 1930s to 1960s, numerous state governments and the federal government enacted regulations of asbestos in the workplace. Such regulations included exposure limits and making asbestos-related disease compensable under workers' compensation statutory schemes.
- 37. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that relatively low cumulative doses of exposure to asbestos, including from inhaling asbestos-containing talc, can and does cause mesothelioma. Such information was known, knowable and publicly available:
 - (a) In the 1930s and 1940s, the scientific literature reported that threshold limit values do not protect against the development of cancers and it was generally accepted by the early 1970s.
 - (b) Throughout the 1960s and 1970s, publicly-available scientific literature reported that mesothelioma can be caused by contact with the asbestosladen clothing of family members.
 - (c) By the 1970s, the scientific community generally accepted that relatively low, brief or intermittent exposures to asbestos can cause mesothelioma.
- 38. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, that ordinary end users like Plaintiff (a) did not know that they were being exposed to asbestos from the use of their talc products and (b) asbestos is a carcinogenic substance that can cause fatal diseases, including mesothelioma.
- 39. Each Talc Defendant knew their products required asbestos labels and warnings about the danger of exposure to their asbestos-containing products.

- 40. Each Talc Defendant failed to place any labels, cautions or warnings on the talc and/or talc-containing products they marketed, sold, distributed or otherwise placed into the stream of commerce, that their product(s) contained asbestos fibers and can cause fatal diseases such as mesothelioma.
- 41. Each Talc Defendant failed to disclose the information known, received and/or available to them about the asbestos mineral content, fibrous tremolite/actinolite content, asbestos content and/or health dangers (*i.e.*, cancer, mesothelioma) from exposure to their products.
- 42. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of cornstarch as a substitute for talc and (b) failed to develop, implement, replace and/or promote (in an expeditious manner) products using a safer alternative or substitute.
- 43. Each Talc Defendant's negligent acts and/or omissions regarding asbestos testing included, but are not limited to, (a) failing to begin testing their products for the presence of asbestos until too late, (b) failing to test using adequately sensitive/powerful preparation techniques and/or test methods intended to detect asbestos if present, (c) failing to test with enough frequency to reasonably monitor their products' asbestos content and (d) applying false (or knowingly false) criteria for determining and reporting the presence of asbestos.
- 44. Before and during the time Talc Defendants sold the talc and/or talc-containing products Plaintiff Anthony D. Robinson was exposed to, each Talc Defendant knew, or should have known through the exercise of reasonable care, of preparation techniques (*e.g.*, heavy liquid density preconcentration techniques) and tools (*e.g.*, transmission electron microscopy ["TEM"]) capable of detecting asbestos at relatively low bulk concentrations. Despite such knowledge, Talc

Defendants chose not to use them and therefore knowingly ignored, tolerated and accepted the presence of asbestos in their products.

- 45. Instead of using more sensitive/powerful preparation techniques and tools Talc Defendants knew or should have known about, each Talc Defendant knowingly devised schemes to (a) use methods that could not detect asbestos below certain bulk concentrations and, when not detected, (b) falsely equate a "non-detect" result with a "not present" or negative result.
- 46. Based on "non-detect" results obtained from insensitive tools incapable of detecting asbestos below certain bulk concentrations, the Talc Defendants then knowingly mislead legislators, regulators and the public by presenting the results as "asbestos-free."

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS JOHNSON & JOHNSON, JOHNSON & JOHNSON CONSUMER INC., JOHNSON & JOHNSON HOLDCO (NA) INC., KENVUE INC., and LLT MANAGEMENT LLC (APPLICABLE TO ALL CLAIMS FOR RELIEF)

- 47. From the 1890s to 1978, Johnson & Johnson alone manufactured, marketed and sold talc-containing Johnson's Baby Powder, including in South Carolina that Plaintiff Anthony D. Robinson purchased, used and/or inhaled:
 - a. Johnson & Johnson incorporated in 1887 and began selling Johnson's[®] Baby Powder in 1894, launching its baby care line of products.
 - b. In 1965, Johnson & Johnson acquired Eastern Magnesia Talc Co. and changed its name to Windsor Minerals, Inc. ("WMI") in September 1967. WMI mined and processed the Vermont talc incorporated in Johnson's Baby Powder and other products from 1967 to January 1989.
 - c. In 1972, Johnson & Johnson established a formal operating division for its baby products business. Johnson & Johnson transferred its assets associated with the baby products division to Johnson & Johnson Baby Products. It remained a division (*not* subsidiary) through December 1978.

- 48. From January 1979 to October 12, 2021, "Old JJCI" (Johnson & Johnson Consumer Inc. and its predecessors) manufactured, marketed and sold Johnson's Baby Powder, including in South Carolina that Plaintiff Anthony D. Robinson purchased, used and/or inhaled:
 - a. In January 1979, Johnson & Johnson transferred all the assets associated with its baby products division to Johnson & Johnson Baby Products.
 - b. In 1981, Johnson & Johnson Baby Products transferred (non-diaper) assets and liabilities to its subsidiary Omni Education Corporation ("Omni"). Immediately thereafter, Johnson & Johnson Baby Products merged into another subsidiary and was renamed Personal Products Company. Omni changed its name to Johnson & Johnson Baby Products Company.
 - c. In 1988, Johnson & Johnson Baby Products Company transferred the assets and liabilities of its baby products business to Johnson & Johnson Dental Products, renamed Johnson & Johnson Consumer Products, Inc.
 - d. In 1997, Johnson & Johnson Consumer Products, Inc. changed its name to Johnson & Johnson Consumer Companies, Inc.
 - e. In 2015, J&J Consumer Companies merged into an affiliate that merged into McNeil-PPC, Inc., then renamed Johnson & Johnson Consumer Inc.
 - f. "Old JJCI" was the wholly-owned subsidiary of Johnson & Johnson throughout January 1979 to October 2021.
- 49. In October 2021, Johnson & Johnson devised and implemented a plan called "Project Plato" with the objective and specific purpose of eliminating (or substantially reducing) liability for injuries caused by the use of its talc products:
 - a. On October 12, 2021, Johnson & Johnson split Old JJCI through a divisional merger (known as the "Texas Two Step") into two entities that ultimately went by the names of (1) LTL Management, LLC (which subsequently changed its name to LLT Management, LLC in approximately December 2023) and (2) Johnson & Johnson Consumer Inc. ("New JJCI" or "New JJCI/Holdco"). Old JJCI ceased to exist.
 - b. "LTL" stood for "Legacy Talc Liabilities."
 - c. LTL Management, LLC never held any productive business assets, never made any products, never conducted any business, never operated any facilities and never served any productive business purpose. It merely received *de minimus* revenue streams.

- d. Johnson & Johnson caused the October 12, 2021 transactions ("Project Plato") with the intent to place all of the talc liabilities into LTL Management, LLC for it to then immediately declare Chapter 11 bankruptcy.
- e. Per Johnson & Johnson's plan and design, once LTL declared Chapter 11 bankruptcy, Johnson & Johnson and LTL sought the protection of the Bankruptcy Code's processes to (a) stay all pending litigation and (b) force an aggregate resolution of present and future talc/asbestos liabilities that would foreclose jury trials and reduce compensation owed.
- f. Per the sworn testimony of Johnson & Johnson and Kenvue executives, the purpose and intent of Project Plato was to create an entity (LTL Management LLC) to "allocate talc liabilities" and "stop litigation completely."
- g. An October 5, 2021 internal Johnson & Johnson e-mail expressed the purpose of Project Plato was to ensure the talc liabilities would have "no impact on the Enterprise" (the "Enterprise" was internal lingo for Johnson & Johnson, the parent entity).
- 50. On October 12, 2021, the assets and productive business of Old JJCI (a New Jersey corporation headquartered in New Jersey) were transferred to Johnson & Johnson Consumer Inc. ("New JJCI" or "New JJCI/Holdco") (a New Jersey corporation headquartered in New Jersey). The transfer occurred within the span of a few hours through multiple newly-created companies that no longer exist. The transfer occurred without anyone setting foot or conducting any productive business in Texas. Johnson & Johnson caused the following to occur on October 12, 2021 to effectuate Project Plato:
 - a. Janssen Pharmaceuticals, Inc. (a subsidiary headquartered in New Jersey) created Currahee Holding Company (a New Jersey corporation).
 - b. Janssen Pharmaceuticals, Inc. transferred Old JJCI to the newly-created Currahee Holding Company.
 - c. Old JJCI merged into Chenango Zero LLC, a newly-created Texas limited liability company.
 - d. Chenango Zero underwent a divisional merger into Chenango One, LLC and Chenango Two, LLC, both newly-created Texas limited liability

companies.

- e. Chenango One immediately converted to a North Carolina limited liability company and changed its name to LTL Management LLC.
- f. Chenango Two immediately merged back into Currahee Holding Company and converted to New JJCI (a New Jersey corporation headquartered in New Jersey).
- g. Michelle Goodridge was the president of Old JJCI, Currahee Holding, Chenango Zero, Chenango One, Chenango Two and New JJCI.
- h. At the conclusion of these transactions, substantially all of the assets of Old JJCI (including those related to manufacturing, marketing and selling Johnson's Baby Powder) were transferred to New JJCI. Old JJCI ceased to exist.
- i. Subsequently, on or around December 16, 2022, New JJCI changed its name to Johnson & Johnson Holdco (NA), Inc. ("New JJCI/Holdco"). New JJCI/Holdco continued as a New Jersey corporation with its principal place of business in New Jersey.
- j. Subsequently, in or around December 2023, LTL Management LLC changed its name to LLT Management LLC.
- 51. Following the planned Project Plato, LTL Management LLC declared Chapter 11 bankruptcy on or around October 14, 2021:
 - a. A few weeks later, the Bankruptcy Court presiding over LTL Management LLC's first bankruptcy case stayed and enjoined all litigation for the harm caused by Johnson's Baby Powder and other talc products against the debtor LTL Management LLC, Johnson & Johnson, New JJCI/Holdco and various other entities, including PTI Royston, LLC.
 - b. The United States Court of Appeals for the Third Circuit held on January 30, 2023 that the bankruptcy filing by LTL Management LLC was not proper and made in bad faith. Ultimately, on April 4, 2023, the lower Bankruptcy Court formally dismissed the first LTL Management LLC bankruptcy case.
 - c. On April 4, 2023, a few hours after the first bankruptcy dismissal, LTL Management, LLC filed a second bankruptcy petition in the same court.
 - d. On July 28, 2023, the Bankruptcy Court in the second LTL case issued an opinion granting motions to dismiss as filed in bad faith. The Bankruptcy Court formally dismissed the second bankruptcy on August 11, 2023.

- 52. The business of Old JJCI continued uninterrupted through New JJCI/Holdco after October 12, 2021. Substantially all of the assets of Old JJCI were transferred to New JJCI/Holdco and Old JJCI ceased to exist. Under South Carolina and New Jersey substantive law, New JJCI/Holdco can be held responsible as the successor to Old JJCI. New JJCI/Holdco is the (a) "mere continuation" of Old JJCI, (b) result of a "de facto merger," (c) result of transactions made fraudulently to escape liability and (d) manufacturers, marketers and sellers of essentially the same "product lines" as Old JJCI:
 - a. The employees of Old JJCI (including those involved in the manufacture, marketing and sales of Johnson's Baby Powder) continued working for New JJCI after October 12, 2021 in the same roles and responsibilities.
 - b. The management of Old JJCI (including those involved in the manufacture, marketing and sales of Johnson's Baby Powder) continued in the same positions at New JJCI. Michelle Goodridge, Kevin Neat and Tina French held the same positions as officers and directors of Old JJCI and New JJCI before and after October 12, 2021.
 - c. New JJCI operated out of the same manufacturing, marketing and sales facilities as Old JJCI. 199 Grandview Road in Skillman, New Jersey was the headquarters of Old JJCI and New JJCI.
 - d. The manufacturing, marketing and distribution assets relevant to Johnson's Baby Powder were transferred from Old JJCI to New JJCI.
 - e. New JJCI had the same employer identification number as Old JJCI.
 - f. Aside from the allocation of *de minimus* revenue streams to LTL Management LLC, the daily operations and business of Old JJCI remained unchanged following the transfer to New JJCI.
 - g. New JJCI assumed and continued the same business licenses and business contracts with suppliers, manufacturers, vendors, retailers and other partners so that business operations would remain uninterrupted.
 - h. Old JJCI and New JJCI had the same owners as vertically integrated under Janssen Pharmaceuticals, Inc. and Johnson & Johnson.
 - i. From October 12, 2021 through the Kenvue spinoff in 2023, New JJCI continued to (a) profit from the sales of talc-based Johnson's Baby Powder

still on the shelves in the U.S., including South Carolina, (b) make, market and sell talc-based Johnson's Baby Powder outside of the U.S. and Canada, and (c) make, market and sell cornstarch-based Johnson's Baby Powder, a product intended for use for the same purpose with only a different ingredient.

- 53. In a series of transactions culminating in April 2023, Johnson & Johnson spun off its Consumer Health business segment, including the part of the business involved in manufacturing, marketing and selling Johnson's Baby Powder, to Kenvue Inc.:
 - a. New JJCI/Holdco created a new subsidiary, Johnson & Johnson Consumer Inc. ("JJCI 3.0"), in June 2022.
 - b. "JJCI 3.0" was initially formed as a Nevada corporation before converting to a Delaware corporation around January 3, 2023. JJCI 3.0 was and is headquartered in New Jersey. Through early 2023, JJCI 3.0 did business under the name JNTL Consumer Health (NA).
 - c. In January 2023, New JJCI/Holdco (parent of JJCI 3.0) transferred the assets, employees and business related to Johnson's Baby Powder to its subsidiary JJCI 3.0.
 - d. On February 3, 2023, New JJCI/Holdco (parent of JJCI 3.0) transferred JJCI 3.0 to Janssen. Janssen transferred JJCI 3.0 (and other subsidiaries) to Janssen's subsidiary, JNTL Holdings 2, Inc. JNTL Holdings 2, Inc. became the parent and owner of JJCI 3.0.
 - e. From early February 2023 to early April 2023, other subsidiaries were transferred to JNTL Holdings 2, Inc. (from DePuy Synthes, Inc. and Johnson & Johnson International, Inc.). JNTL Holdings 2, Inc. was ultimately transferred to Johnson & Johnson.
 - f. On April 4, 2023, Johnson & Johnson transferred JNTL Holdings 2, Inc. (parent of JJCI 3.0) to Kenvue, Inc. ("Kenvue"). Kenvue became the parent and owner of JJCI 3.0.
- 54. Johnson & Johnson's Consumer Health business segment, including the business related to making and selling Johnson's Baby Powder, continued uninterrupted in Kenvue. All (or substantially all) of the assets related to the manufacture, marketing and sale of Johnson's Baby Powder were transferred from New JJCI/Holdco to Kenvue, Inc. (owner and parent of JJCI 3.0). Nothing related to the manufacture and sale of Johnson's Baby Powder remained under Johnson

& Johnson. By South Carolina and New Jersey substantive law, Kenvue can be held responsible for pre-October 2021 exposures to Johnson's Baby Powder as a successor under "mere continuation," "de facto merger" and "product line" theories:

- a. Kenvue has held itself out as the continuation of Johnson & Johnson's Consumer Health business segment. In sworn admissions from Kenvue's president and CEO, Kenvue has "absolutely" held "itself out" as the "same company." Kenvue's public SEC filings refer to it as the same company. By design, the public perceives Kenvue as the continuation of Old JJCI.
- b. All of the employees that worked under Johnson & Johnson's Consumer Health business segment were transferred to Kenvue (after an initial period in which some employees were shared between companies). Contracts between Johnson & Johnson and Kenvue ensured that employees continued in the same roles and responsibilities.
- c. The management of Johnson & Johnson's Consumer Health business segment became the management of Kenvue after April 2023. Nearly every executive officer of Kenvue *e.g.*, Mr. Mongon, Mr. Ruh, Ms. Alvarado, Ms. Meurer, Mr. Orlando, Ms. Stevens, Dr. Tillett, Ms. Widmer) held the same (or substantially similar) positions for Johnson & Johnson's Consumer Health business segment.
- d. The manufacturing, marketing and distribution facilities of Johnson & Johnson's Consumer Health business segment, including those related to Johnson's Baby Powder, became the same facilities for Kenvue. Kenvue's principal office is the same location as that of Old JJCI and New JJCI/Holdco: 199 Grandview Road, Skillman, New Jersey. Lititz, Pennsylvania continued as the lead manufacturing facility for Johnson's Baby Powder before and after the Kenvue separation.
- e. All of the manufacturing, marketing, sales and distribution assets of Johnson & Johnson's Consumer Health business segment, including those related to Johnson's Baby Powder, were transferred to Kenvue.
- f. Johnson & Johnson transferred ownership of the intellectual property rights related to the Johnson's brand to Kenvue. Kenvue has the right to use (and has used) the Johnson's brand name, including as to Johnson's Baby Powder. Kenvue benefits from the goodwill, recognizability and customer base for Johnson's Baby Powder.
- g. Kenvue's business operations, including manufacturing and marketing operations, remain essentially unchanged from the Johnson & Johnson's Consumer Health business segment.

- h. Kenvue assumed and continued the same business licenses and business contracts with suppliers, manufacturers, vendors, retailers and other partners so that business operations would remain uninterrupted.
- i. After mid-August 2023, Kenvue continued to have the same ownership because Johnson & Johnson shareholders became Kenvue shareholders through a stock swap. Shares of Johnson & Johnson stock were exchanged for Kenvue shares.
- j. Per sworn testimony from Kenvue CEO and president Mr. Mongon and SEC filings through at least September 2023 (*i.e.*, well after the Kenvue spinoff in April 2023), Kenvue continued to (a) profit from the sales of talcbased Johnson's Baby Powder still on the shelves and/or available for purchase in the U.S., including South Carolina, (b) make, market and sell talc-based Johnson's Baby Powder outside of the U.S. and Canada, and (c) make, market and sell cornstarch-based Johnson's Baby Powder, a product intended for use for the same purpose with only a different ingredient.
- 55. The business of Old JJCI and New JJCI/Holdco, including the business related to making and selling Johnson's Baby Powder, continued uninterrupted in JJCI 3.0. All (or substantially all) of the assets related to the manufacture, marketing and sale of Johnson's Baby Powder were transferred from New JJCI/Holdco to JJCI 3.0 in about January 2023. Nothing related to making and selling Johnson's Baby Powder remained with New JJCI/Holdco. Under South Carolina and New Jersey substantive law, JJCI 3.0 can be held responsible as the successor to Old JJCI and New JJCI/Holdco under "mere continuation," "de facto merger" and "product line" theories:
 - a. In about January 2023, essentially all of the employees of New JJCI/Holdco were transferred to JJCI 3.0.
 - b. The management of New JJCI/Holdco (including those involved in the manufacture, marketing and sales of Johnson's Baby Powder) continued in the same positions at JJCI 3.0. For example, Michelle Goodridge continued as president of Old JJCI, New JJCI/Holdco and JJCI 3.0.
 - c. JJCI 3.0 operated out of the same manufacturing, marketing and sales facilities as Old JJCI and New JJCI/Holdco. 199 Grandview Road in Skillman, New Jersey remained the headquarters of Old JJCI and New JJCI. Lititz, Pennsylvania continued as the lead manufacturing facility for Johnson's Baby Powder.

- d. The manufacturing, marketing and distribution assets relevant to Johnson's Baby Powder were transferred to JJCI 3.0.
- e. The daily operations and business of Old JJCI and New JJCI/Holdco remained unchanged following the transfer to New JJCI.
- f. JJCI 3.0 assumed the same business licenses and business contracts with suppliers, manufacturers, vendors, retailers, etc.
- g. Per sworn testimony from Kenvue CEO and president Mr. Mongon and SEC filings through at least September 2023 (*i.e.*, well after the Kenvue spinoff in April 2023), JJCI 3.0 continued to (a) profit from the sales of talcbased Johnson's Baby Powder still on the shelves and/or available for purchase in the U.S., including South Carolina, (b) make, market and sell talc-based Johnson's Baby Powder outside of the U.S. and Canada, and (c) make, market and sell cornstarch-based Johnson's Baby Powder, a product intended for use for the same purpose.
- 56. In addition to defendants Johnson & Johnson Holdco (NA) Inc. ("New JJCI/Holdco"), Kenvue, Inc. ("Kenvue") and Johnson & Johnson Consumer Inc. ("JJCI 3.0") as successors to Old JJCI, Johnson & Johnson (the parent) bears legal responsibility for harm caused by Johnson's Baby Powder (and other talc products) sold after January 1979. Johnson & Johnson is directly liable for its own wrongful conduct after January 1979, as described below and throughout this Complaint. Johnson & Johnson exercised pervasive control over Old JJCI pertaining to the composition, testing, safety and labeling of, and public relations regarding, their talc-containing products, resulting in the continued sale of asbestos-containing Johnson's Baby Powder without warnings and Plaintiff Anthony D. Robinson's exposure (and injuries) therefrom. Additionally, Johnson & Johnson intermingled and commingled its various subsidiaries under its Consumer Health business segment (which included Old JJCI), disregarding their separate corporate status. Kenvue likewise did the same regarding JJCI 3.0:
 - a. As Johnson & Johnson admitted in sworn testimony, Johnson & Johnson (the parent) in New Brunswick, New Jersey, "made all health and safety policy decisions with regard to asbestos and talc issues."

- i. Throughout January 1979 to October 2021, Johnson & Johnson (the parent) remained actively involved in, exercised control over and had final approval over the manufacturing process of Johnson's Baby Powder. Johnson & Johnson oversaw talc processing, packaging and quality control of the talc used to make Johnson's Baby Powder. Johnson & Johnson participated in meetings with and audits of contract manufacturers and external testing laboratories.
- ii. Throughout January 1979 to October 2021, Johnson & Johnson (the parent) required approval of Old JJCI's labeling decisions related to Johnson's Baby Powder. Johnson & Johnson (the parent) had authority to put warnings on Johnson's Baby Powder.
- iii. Throughout January 1979 to October 2021, Johnson & Johnson (the parent) controlled public relations on the composition and safety of Johnson's Baby Powder. Johnson & Johnson drafted and published statements defending the composition and safety of the talc in Johnson's Baby Powder, received advance copies of media statements and operated websites that provided false and misleading information.
- iv. Throughout January 1979 to October 2021, Johnson & Johnson (the parent) directed and controlled litigation strategy on Johnson's Baby Powder and thus the control of public information.
- b. Throughout January 1979 to October 2021, Johnson's Baby Powder bottles bore the Johnson & Johnson name and trademarks (*e.g.*, Johnson's). Johnson & Johnson (the parent) owned the relevant trademarks. By design and intention, the public perceived Johnson's Baby Powder as a product made and sold by Johnson & Johnson (the parent).
- c. Throughout January 1979 to October 2021, Johnson & Johnson (the parent) engaged in a conscious strategy for the wider Johnson & Johnson enterprise to benefit from the "emotional trust," recognizability and goodwill developed by its baby products line, including talc-based Johnson's Baby Powder.
- d. Johnson & Johnson (the parent) owned the Vermont talc mines that (at times) sourced Johnson's Baby Powder and other talc products.
 - i. In 1967-1989, Johnson & Johnson (the parent) exercised control over all key decisions in WMI's operations. Johnson & Johnson required WMI to submit approval for ore sources and report directly regarding asbestos testing.
 - ii. In January 1989, Johnson & Johnson (the parent) (a) sold the talc mines to Cyprus Mines Corporation ("CMC"), (b) entered a supply agreement with CMC, (c) enforced strict quality control over CMC and (d) agreed to indemnify CMC for any liabilities arising from the sale or use of such talc.
 - iii. Johnson & Johnson (the parent) assumed the liabilities for injuries

resulting from WMI's conduct in 1967-1989.

- e. Johnson & Johnson's (the parent) Consumer Health business segment intermingled and shared resources, assets, policies, management and employees without regard for the separate legal status of each operating subsidiary entity.
 - i. Johnson & Johnson's Consumer Health business segment was *not* an independent corporate entity. It consisted of numerous operating subsidiaries, including Old JJCI and others.
 - ii. Johnson & Johnson managed and operated the Consumer Health business segment jointly rather than through the lens of individual legal entities or operating subsidiaries.
 - iii. Johnson & Johnson established, implemented and enforced various safety, health and quality control policies (including as to asbestos and talc) applicable to all of the separate legal entities within the Johnson & Johnson Consumer Health business segment. As a non-exclusive example, the "Johnson & Johnson Family of Consumer Companies Safety Management Team" set various safety policies applicable throughout the Johnson & Johnson Consumer Health business segment.
 - iv. Employees, including at the management and executive level (*e.g.*, Ms. Michelle Goodridge), simultaneously held positions at Johnson & Johnson and the subsidiaries within Johnson & Johnson Consumer Health business segment.
 - v. The executives and directors of the subsidiaries of the Johnson & Johnson Consumer Health business segment never (or rarely) held meetings or conducted any operational functions. Per the sworn testimony of Ms. Goodridge, her role as president of Old JJCI consisted of merely signing the paperwork given to her by Johnson & Johnson's (the parent) legal team.

THE PARTIES

- 57. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Anthony D. Robinson was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina.
- 58. Defendant, **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business

in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done

and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 60. Defendant, A.W. CHESTERTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, A.W. CHESTERTON COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cloth, gaskets, packing and rope packing, insulation, clothing, valves and pumps, present at numerous jobsites in South Carolina. A.W. CHESTERTON COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against A.W. CHESTERTON COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 61. Defendant, **ABB INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing,

replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers and Bailey valves, present at numerous jobsites in South Carolina. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps, present at numerous jobsites in South Carolina. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 63. Defendant, AMENTUM ENVIRONMENT & ENERGY, INC., f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 64. Defendant, **ARMSTRONG INTERNATIONAL**, **INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South

Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps, present at numerous jobsites in South Carolina. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ASBESTOS CORPORATION LIMITED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina. ASBESTOS CORPORATION LIMITED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ASBESTOS CORPORATION LIMITED arise out of this Defendant's business activities in the State of South Carolina.

- 66. Defendant, ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ATLAS TURNER INC. arise out of this Defendant's business activities in the State of South Carolina.
- 67. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **BAYER CROPSCIENCE LLC**, f/k/a BAYER CROPSCIENCE, INC., individually and as successor-in-interest to AMCHEM PRODUCTS, INC. successor to BENJAMIN FOSTER COMPANY, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BAYER CROPSCIENC LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Black Cat roofing products, present at numerous jobsites in South Carolina. BAYER CROPSCIENC LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff

Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BAYER CROPSCIENC LLC arise out of this Defendant's business activities in the State of South Carolina.

- 69 Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 70. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION

was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

71. Defendant, **BRENNTAG NORTH AMERICA**, **INC.**, individually and as successor-in-interest to MINERAL AND PIGMENT SOLUTIONS, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, BRENNTAG NORTH AMERICA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. BRENNTAG NORTH

AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BRENNTAG NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 72. Defendant. **BRENNTAG** SPECIALTIES, LLC. f/k/a **BRENNTAG** SPECIALTIES, INC. f/k/a MINERAL AND PIGMENT SOLUTIONS, INC., was and is a Delaware limited liability company with its principal place of business in New Jersey. At all times material hereto, BRENNTAG SPECIALTIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. BRENNTAG SPECIALTIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BRENNTAG SPECIALTIES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 73. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC.

was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps, present at numerous jobsites in South Carolina. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to., was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers, present at numerous jobsites in South Carolina. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of

South Carolina. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 75. Defendant, CARBOLINE COMPANY, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing coatings, present at numerous jobsites in South Carolina. CARBOLINE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 76. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier air compressors and HVAC products, present at numerous jobsites in South Carolina. CARRIER CORPORATION is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 77. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps, present at numerous jobsites in South Carolina. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 78. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas, and authorized to do business in the State of South Carolina. At all times material hereto, CELANESE CORPORATION, directly or indirectly, owned and/or controlled premises at which Plaintiff Anthony D. Robinson was exposed to

asbestos-containing products, equipment, and asbestos dust from said products at various facilities including but not limited to, the Hoechst Celanese facilities located in Spartanburg and Greer, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant.

- 79. Defendant, **CLYDE UNION INC.**, f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps, present at numerous jobsites in South Carolina. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 80. Defendant, **CNA HOLDINGS LLC** f/k/a CELANESE CORPORATION, individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas, and authorized to do business in the State of South Carolina. At all times material hereto, CNA HOLDINGS LLC, directly or indirectly, owned and/or controlled premises at which Plaintiff Anthony D. Robinson was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various

facilities including but not limited to, the Hoechst Celanese facilities located in Spartanburg and Greer, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant.

- 81. Defendant, COOK'S INSULATION, INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COOK'S INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. COOK'S INSULATION, INC. is sued as a Product Defendant. COOK'S INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Cook's Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COOK'S INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 82. Defendant, **COOPER CROUSE-HINDS**, **LLC**, was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, COOPER CROUSE-HINDS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing wires and Chico packing, present at numerous jobsites in South Carolina. COOPER CROUSE-HINDS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COOPER CROUSE-HINDS, LLC arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 84. Defendant, **CROSBY VALVE**, **LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves, present at numerous jobsites in South Carolina. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 85. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos

and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. **DANIEL** INTERNATIONAL CORPORATION Product Defendant. DANIEL sued a INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, **DAP, INC.**, n/k/a LA MIRADA PRODUCTS CO., INC., was and is a New York corporation with its principal place of business in Missouri. At all times material hereto, DAP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DAP caulk, present at numerous jobsites in South Carolina. DAP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products,

actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAP, INC. arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, DAVIS MECHANICAL CONTRACTORS, INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 88. Defendant, EMERSON ELECTRIC CO., individually and as successor-ininterest to J.E. LONERGAN COMPANY, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Lonergan valves and Keystone valves, present at numerous jobsites in South Carolina. EMERSON ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.
- 89. Defendant, **ERICSSON**, **INC.**, individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ERICSSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Anaconda wires, present at numerous jobsites in South Carolina. ERICSSON, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business

in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ERICSSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 90. Defendant, FISHER CONTROLS INTERNATIONAL LLC, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves, present at numerous jobsites in South Carolina. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.
- 91. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durco pumps and valves, present at numerous jobsites in South Carolina. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell valves, present at numerous jobsites in South Carolina. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

93. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State

of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other

asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

96. Defendant, **FLUOR ENTERPRISES**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the

sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 97. Defendant, **FMC CORPORATION** on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina. FMC CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 98. Defendant, **FORD MOTOR COMPANY**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, FORD MOTOR COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, automobiles with asbestos-containing gaskets, friction materials and brakes, brake pads, braking systems as well as other automotive replacement parts. FORD MOTOR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

99. Defendant, GENERAL BOILER CASING COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business

in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 100. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 101. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto,

GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric electrical panels and wires, present at numerous jobsites in South Carolina. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing automotive friction products including Raylock brakes, gaskets and auto body compounds from NAPA dealer in ________, SC, purchased and used by Plaintiff on his personal and family vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, GOULD ELECTRONICS INC., individually and as successor-in-103. interest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal place of business in Ohio. At all times material hereto, GOULD ELECTRONICS INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining ITE circuit breakers, present at numerous jobsites in South Carolina. GOULD ELECTRONICS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULD ELECTRONICS INC. arise out of this Defendant's business activities in the State of South Carolina.
- 104. Defendant, **GOULDS PUMPS**, **INCORPORATED**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps, present at numerous jobsites in South Carolina. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

- with its principal place of business in Missouri. At all times material hereto, GRAYBAR ELECTRIC CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electrical products and materials, present at numerous jobsites in South Carolina. GRAYBAR ELECTRIC CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRAYBAR ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.
- 107. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. GREAT BARRIER INSULATION CO. is also sued for the

work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves, present at numerous jobsites in South Carolina. GRINNELL, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

109. Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

110. Defendant, **HENRY PRATT COMPANY**, **LLC** d/b/a HENRY PRATT COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Pratt valves, present at numerous jobsites in South Carolina. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, **HONEYWELL INTERNATIONAL**, **INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products and Bendix brakes, purchased and used by Plaintiff on his personal and family vehicles. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, HOWDEN NORTH AMERICA, INC. f/k/a HOWDEN BUFFALO 112. INC., individually and as successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans, present at numerous jobsites in South Carolina. HOWDEN NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against HOWDEN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing DeLaval pumps, present at numerous jobsites in South Carolina. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

114. Defendant, ITT LLC f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves and Kennedy valves, present at numerous jobsites in South Carolina. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

- 115. Defendant, J. & L. INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 116. Defendant, **JOHNSON & JOHNSON**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not

limited to, asbestos-containing Johnson & Johnson Baby Powder, used by Plaintiff Anthony D. Robinson. JOHNSON & JOHNSON is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHNSON & JOHNSON arise out of this Defendant's business activities in the State of South Carolina.

117. Defendant, JOHNSON & JOHNSON CONSUMER INC., (a/k/a "JJCI 3.0"), individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI") and JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON CONSUMER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder, used by Plaintiff Anthony D. Robinson. JOHNSON & JOHNSON CONSUMER INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHNSON & JOHNSON CONSUMER INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, JOHNSON & JOHNSON HOLDCO (NA) INC., (a/k/a "New 118. JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI"), was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON HOLDCO (NA) INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestoscontaining talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder, used by Plaintiff Anthony D. Robinson. JOHNSON & JOHNSON HOLDCO (NA) INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthon D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHNSON & JOHNSON HOLDCO (NA) INC. arise out of this Defendant's business activities in the State of South Carolina.

119. Defendant, **JOHNSON CONTROLS**, **INC.**, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, JOHNSON CONTROLS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves, present at numerous jobsites in South Carolina. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, KAISER GYPSUM COMPANY, INC., was and is a North Carolina corporation with its principal place of business in Texas. At all times material hereto, KAISER GYPSUM COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kaiser Gypsum joint compound, taping and topping compounds. KAISER GYPSUM COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against KAISER GYPSUM COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 121. Defendant, KENVUE INC., individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC. (a/k/a "Old JJCI") and JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, KENVUE INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder, used by Plaintiff Anthony D. Robinson. KENVUE INC. is sued as a Talc Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against KENVUE INC. arise out of this Defendant's business activities in the State of South Carolina.
- and is a Texas limited liability company with its principal place of business in New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LLT MANAGEMENT LLC is sued herein as the other Defendants have each asserted as between themselves that LLT MANAGEMENT LLC has also assumed the liabilities for those Products and claim that LLT MANAGEMENT LLC is a party responsible and liable to Plaintiff Anthony D. Robinson for his injuries as it relates to Johnson & Johnson Baby Powder and possibly other talc products used by Plaintiff Anthony D. Robinson.

The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina.

- 123. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.
- Defendant, MORSE TEC LLC f/k/a BORGWARNER MORSE TEC LLC as successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products and clothes (?), purchased and used by Plaintiff on his personal and family vehicles. MORSE TEC LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.
- 125. Defendant, **OCCIDENTAL CHEMICAL CORPORATION** individually and as successor-in-interest to DUREZ CORPORATION, was and is a New York corporation with its

principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing fibers supplied to Square D, present at numerous jobsites in South Carolina. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

126. Defendant, **PARAMOUNT GLOBAL** f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers, present at numerous jobsites in South Carolina. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the

State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

- with its principal place of business in Georgia. At all times material hereto, PATTERSON PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Patterson pumps, present at numerous jobsites in South Carolina. PATTERSON PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PATTERSON PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 128. Defendant, **PAYNE & KELLER COMPANY** f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injuries, occurred in the State of South Carolina. Plaintiffs' claims against PAYNE & KELLER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

129. Defendant, **PECW HOLDING COMPANY** f/k/a PLASTICS ENGINEERING COMPANY, was and is a North Carolina corporation with its principal place of business in Florida. At all times material hereto, PECW HOLDING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing phenolic molding products and supplier of asbestos fibers to Square D, present at numerous jobsites in South Carolina. PECW HOLDING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale

and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PECW HOLDING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

130. Defendant, PIEDMONT INSULATION, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 131. Defendant, PLASTICS ENGINEERING COMPANY d/b/a PLENCO, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing phenolic molding products and supplier of asbestos fibers to Square D, present at numerous jobsites in South Carolina. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PLASTICS ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 132. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites throughout the southeastern United States.

PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

as successor-in-interest to R.T. VANDERBILT COMPANY, INC., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, R.T. VANDERBILT HOLDING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc supplied to DAP and Kaiser Gypsum. R.T. VANDERBILT HOLDING COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of

South Carolina. Plaintiffs' claims against R.T. VANDERBILT HOLDING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, **REDCO CORPORATION** f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crane feed tanks, pumps and valves, and Chapman valves, present at numerous jobsites in South Carolina. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 135. Defendant, **RILEY POWER INC.** f/k/a BABCOCK BORSIG POWER, INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers, present at numerous jobsites

in South Carolina. RILEY POWER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

136. Defendant, ROCKWELL AUTOMATION, INC., individually and as successorin-interest to ALLEN-BRADLEY COMPANY LLC f/k/a ROCKWELL INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, ROCKWELL AUTOMATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Allen-Bradley and Rostone electrical panels and electrical products, present at numerous jobsites in South Carolina. ROCKWELL AUTOMATION, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ROCKWELL AUTOMATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 137. Defendant, RUST ENGINEERING & CONSTRUCTION INC., individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestoscontaining materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.
- 138. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware
 corporation with its principal place of business in Texas. At all times material hereto, RUST
 INTERNATIONAL INC. was authorized to do business in the State of South Carolina while
 engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

139. Defendant, **SAINT-GOBAIN ABRASIVES**, **INC.**, individually and as successor-in-interest to NORTON COMPANY, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SAINT-GOBAIN ABRASIVES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels, present at numerous jobsites in South Carolina. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, SCHNEIDER ELECTRIC USA, INC., f/k/a SQUARE D 140. COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Square D electrical panels and components, present at numerous jobsites in South Carolina. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 141. Defendant, **SEQUOIA VENTURES INC.** f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

142. Defendant, SIEMENS INDUSTRY, INC., individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, SIEMENS INDUSTRY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers, present at numerous jobsites in South Carolina. SIEMENS INDUSTRY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SIEMENS INDUSTRY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 143. Defendant, SPENCE ENGINEERING COMPANY, INC., was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SPENCE ENGINEERING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Spence valves, present at numerous jobsites in South Carolina. SPENCE ENGINEERING COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPENCE ENGINEERING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 144. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, present at numerous jobsites in South Carolina. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

145. Defendant, STANDARD INSULATION COMPANY OF N. C., INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STANDARD INSULATION COMPANY OF N. C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STANDARD INSULATION COMPANY OF N. C., INC. is sued as a Product Defendant. STANDARD INSULATION COMPANY OF N. C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Standard Insulation Company of N. C., Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and

distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STANDARD INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

146. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 147. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.
- 148. Defendant, **STERLING FLUID SYSTEMS** (**USA**) **LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps, present at numerous jobsites in South Carolina. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA) LLC arise out of this Defendant's business activities in the State of South Carolina.

COMPANY, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, THE BONITZ COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. THE BONITZ COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina and North

Carolina. Plaintiffs' claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, THE GOODYEAR TIRE & RUBBER COMPANY, was and is an 150. Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite packing used on Crane valves and Durabla gaskets, present at numerous jobsites in South Carolina. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 151. Defendant, **THE OKONITE COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE OKONITE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wire and cables, present at numerous jobsites in South Carolina.

THE OKONITE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE OKONITE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 152. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Powell valves, present at numerous jobsites in South Carolina. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 153. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina while

engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Calidria raw asbestos fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

interest to PRATT & WHITNEY, OTIS ELEVATOR CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, UNITED TECHNOLOGIES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Otis elevators, present at numerous jobsites in South Carolina. UNITED TECHNOLOGIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of

South Carolina. Plaintiffs' claims against UNITED TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

155. Defendant, VALVES AND CONTROLS US, INC., f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves, present at numerous jobsites in South Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.

156. Defendant, **VANDERBILT MINERALS LLC** f/k/a R.T. VANDERBILT COMPANY INC. individually and as successor-in-interest to INTERNATIONAL TALC CO., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, VANDERBILT MINERALS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing talc supplied to DAP and Kaiser Gypsum. VANDERBILT MINERALS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VANDERBILT MINERALS LLC arise out of this Defendant's business activities in the State of South Carolina.

- 157. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves, present at numerous jobsites in South Carolina. VELAN VALVE CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.
- 158. Defendant, **VIKING PUMP**, **INC.**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was

authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps, present at numerous jobsites in South Carolina. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

159. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina. VISTRA INTERMEDIATE COMPANY LLC is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does

substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, WARREN PUMPS LLC, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Warren pumps and Quimby pumps, present at numerous jobsites in South Carolina. WARREN PUMPS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WARREN PUMPS, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 161. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Anthony D. Robinson, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York compressors, present at numerous jobsites in South Carolina. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 163. Defendant, **ZURN INDUSTRIES**, **LLC**, individually and as successor-in-interest to ERIE CITY IRON WORKS, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Erie City boilers, present at numerous jobsites in South Carolina. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Anthony D. Robinson's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 164. Plaintiff Anthony D. Robinson experienced further occupational exposure as a result of working with asbestos-containing products, materials, and/or equipment in their immediate vicinity at premises of Defendants CELANESE CORPORATION and CNA HOLDINGS LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants

(except for METROPOLITAN LIFE INSURANCE COMPANY), or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestoscontaining products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 165. Plaintiffs brings this action for monetary damages as a result of Plaintiff Anthony D. Robinson contracting an asbestos-related disease.
- 166. Plaintiff Anthony D. Robinson was diagnosed with mesothelioma on or about April 6, 2024.
- 167. Plaintiff Anthony D. Robinson's mesothelioma was caused by his exposure to asbestos during the course of his employment.
- Defendants' asbestos-containing products through his work as a carpenter for various employers from approximately the late 1960s to early 1990s, at various industrial jobsites located in South Carolina. Plaintiff performed various tasks throughout the facilities including but not limited to, worked, which included, but were not limited to building platforms and pipe rack structures, building scaffolding for pipefitters and insulators, and removing insulation. On these jobsites, he worked with and around asbestos-containing products, including but not limited to wire, cable, electrical components (as detailed above), circuit breakers, pumps, and panel boxes. Further, he worked as a residential and commercial carpenter doing new construction, existing service maintenance, upgrades and renovations, all of which involved pulling wire and cable, installing

and removing lighting and electrical fixtures, panel boxes, brakers, generators, motors, and pumps.

All of these activities exposed Plaintiff to asbestos dust and fibers.

- 169. During his work history, Plaintiff Anthony D. Robinson was further exposed through his work around other trades including insulators, carpenters, mechanics, pipefitters, boilermakers, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 170. Plaintiff Anthony D. Robinson was exposed to Defendants' asbestos-containing products through his work as a carpenter for Fluor Daniel from approximately the late 1960s to early 1970s at various industrial jobsites, including Hoechst Celanese / Fiber Industries in Spartanburg, South Carolina.
- 171. Plaintiff Anthony D. Robinson was exposed to Defendants' asbestos-containing products through his work as a carpenter for Price Construction from approximately the mid 1970s to early 1980s at various industrial construction jobsites and residential homes in South Carolina. As Plaintiff was renovating, building additions and remodeling these homes, he used or was exposed to, asbestos-containing products and raw materials manufactured, sold and/or distributed by Defendants. These activities exposed Plaintiff to asbestos.
- 172. Plaintiff Anthony D. Robinson was exposed to Defendants' asbestos-containing products through his work as a carpenter for Fluor Daniel from approximately the early 1980s to mid 1990s at various industrial jobsites, including Hoechst Celanese / Fiber Industries in Greer, South Carolina.

- 173. Plaintiff Anthony D. Robinson was also exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance, repairs, and changing brakes on his personal vehicles and family's vehicles in South Carolina from approximately early 1960s to the 2000s. These activities further exposed Plaintiff to asbestos dust and fibers.
- 174. Plaintiff was further exposed to Defendants' asbestos-containing products while using certain of the Defendants' talc products for personal use from approximately the 1960s to present. These products released airborne asbestos fibers, which covered portions of Plaintiff Anthony D. Robinson's body. As a result of the Defendants' failure to warn about the dangers of asbestos, Mr. Robinson, inhaled or ingested these fibers causing him to contract mesothelioma, an asbestos-related disease.
- 175. During the course of Plaintiff Anthony D. Robinson's employment at the location(s) mentioned above, during other occupational and non-occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 176. Plaintiff Anthony D. Robinson's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Anthony D. Robinson's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 177. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 178. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers

without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.

179. As a direct and proximate result of the conduct as alleged within, Plaintiff Anthony D. Robinson suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

180. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Anthony D. Robinson has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Anthony D. Robinson's medical treatment is ascertained.

181. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION (Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

182. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

- 183. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.
- 184. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Anthony D. Robinson and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.
- 185. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing

product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Anthony D. Robinson's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Anthony D. Robinson. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

186. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons,

including Plaintiff Anthony D. Robinson would use or be in proximity to and exposed to said asbestos fibers.

- 187. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Anthony D. Robinson, Plaintiff's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 188. Plaintiff Anthony D. Robinson, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 189. Plaintiff Anthony D. Robinson suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Anthony D. Robinson were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 190. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Anthony D. Robinson's injuries, and all damages thereby sustained by Plaintiff Anthony D. Robinson. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 191. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Anthony D. Robinson and the public without adequate warnings or proper use instructions was done in a

conscious disregard and indifference to the safety and health of Plaintiff Anthony D. Robinson and others similarly situated.

- 192. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 193. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

- 194. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Anthony D. Robinson.
- 195. Plaintiff Anthony D. Robinson and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Anthony D. Robinson, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 196. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

197. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 199. Plaintiff Anthony D. Robinson suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Anthony D. Robinson was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 200. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Anthony D. Robinson's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 201. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Anthony D. Robinson, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Anthony D. Robinson, and others similarly situated.
- 202. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would

break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Anthony D. Robinson, would use or be in proximity to and exposed to said asbestos fibers.

- 203. Plaintiff Anthony D. Robinson, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 204. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 205. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Anthony D. Robinson's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a

comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 206. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Anthony D. Robinson herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.
- 207. Plaintiff Anthony D. Robinson and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Anthony D. Robinson, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Anthony D. Robinson and others similarly situated were exposed.
- 208. Defendants' defective products as described above were a direct cause of Plaintiff Anthony D. Robinson's injuries, and the damages thereby sustained.

- 209. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Anthony D. Robinson, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."
- 210. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

- 211. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Anthony D. Robinson and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 212. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 213. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 214. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line

or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondeat Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 215. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 216. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Anthony D. Robinson worked and/or spent time as alleged above.
- 217. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Anthony D. Robinson was exposed.
- 218. Employees handling and disturbing asbestos-containing products in Plaintiff Anthony D. Robinson's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-

containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

- 219. Employees handling and disturbing asbestos-containing products in Plaintiff Anthony D. Robinson', Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 220. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 221. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Anthony D. Robinson, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Anthony D. Robinson.
- 222. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 223. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Anthony D. Robinson.
- 224. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate

steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Anthony D. Robinson that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 225. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Anthony D. Robinson.
- 226. Defendants' employees owed Plaintiff Anthony D. Robinson a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 227. Defendants' employees breached this duty of care as described above.
- 228. At all times mentioned, Plaintiff Anthony D. Robinson was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 229. As a direct result of the Defendants' employees conduct, Plaintiff Anthony D. Robinson's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Anthony D. Robinson and the damages and injuries as complained of herein by Plaintiffs.
- 230. The risks herein alleged and the resultant damages suffered by the Plaintiff Anthony D. Robinson were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this

Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

231. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondent superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Anthony D. Robinson.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractors)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 232. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.
- 233. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Anthony D. Robinson worked and/or spent time.
- 234. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 235. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Anthony D. Robinson, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Anthony D. Robinson would be exposed to dangerous asbestos dust beyond the present.

- 236. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.
- 237. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Anthony D. Robinson, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 238. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Anthony D. Robinson was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 239. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Anthony D. Robinson, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

- 240. At all times herein mentioned, Plaintiff Anthony D. Robinson was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 241. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 242. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Anthony D. Robinson, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 243. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 244. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

245. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Anthony D. Robinson, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.

246. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Anthony D. Robinson became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Anthony D. Robinson to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 247. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 248. The actions of Defendants also constituted negligence *per se*.
- 249. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Anthony D. Robinson. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

250. The negligence *per se* of Defendants was a proximate cause of Plaintiff Anthony D. Robinson's injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants, and Allege as Follows:

- 251. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 252. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.
 - (d) In failing and neglecting to employ careful contractors and/or employees.
 - (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (g) In failing to properly warn Plaintiff Anthony D. Robinson of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff, and others in his vicinity.
 - (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

253. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Anthony D. Robinson suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION

(Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 254. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 255. Design Defendants owed Plaintiff Anthony D. Robinson a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.
- 256. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.

- (c) In failing and neglecting to properly supervise the construction of said building.
- (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
- (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
- (f) By such other failures as will be proved at trial.
- 257. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Anthony D. Robinson suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

- 258. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 259. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.
- 260. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into

the atmosphere where Plaintiff Anthony D. Robinson carried out his duties and was inhaled by Plaintiff Anthony D. Robinson.

261. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Anthony D. Robinson were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Anthony D. Robinson consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 262. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 263. That during, before and after Plaintiff Anthony D. Robinson's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Anthony D. Robinson in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Anthony D. Robinson. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.
- 264. The foregoing representations were material conditions precedent to Plaintiff Anthony D. Robinson's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Anthony D. Robinson act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Anthony D. Robinson was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

265. As a direct and proximate result Plaintiff Anthony D. Robinson's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION

(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Conspiracy and Concert of Action, Plaintiffs Complain of Defendant Metropolitan Life Insurance Company, and Allege as Follows:

- 266. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 267. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others, undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.
- 268. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.
- 269. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of

profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

- 270. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the settings from which Plaintiff Anthony D. Robinson was exposed to and breathed asbestos dust which resulted in Plaintiff Anthony D. Robinson's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiff herein.
- 271. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Anthony D. Robinson was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff Anthony D. Robinson's illness.
- 272. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.
- 273. Plaintiff Anthony D. Robinson unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.

- 274. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff Anthony D. Robinson from asbestos exposure was increased, and (ii) Plaintiff suffered the injuries described herein.
- 275. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff Anthony D. Robinson.
- 276. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff Anthony D. Robinson was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff, his co-workers, their wives, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Anthony D. Robinson of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.
- 277. During the relevant time period the Plaintiff Anthony D. Robinson was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.
- 278. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action

to inflict injury on the Plaintiff Anthony D. Robinson, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Plaintiff in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the coverup.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from

- disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff Anthony D. Robinson.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville

and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, lung cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff Anthony D. Robinson to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.
- 279. Plaintiff Anthony D. Robinson reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.
- 280. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Anthony D. Robinson was deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and

be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought asbestos dust or fibers home on his clothes, hair, shoes, and contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiff has been damaged.

FOR AN ELEVENTH CAUSE OF ACTION

(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

For an Eleventh Distinct Cause of Action for Fraudulent Misrepresentation and Conspiracy/ Concert Action, Plaintiffs Complain of Talc Product Defendants, and Allege as Follows:

- 281. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 282. For decades, defendants manufactured products composed of talc that were sold and marketed as safe for daily use by consumers on their person to give off a pleasant smell, mask odors, prevent chaffing and/or absorb moisture. Defendants' products were advertised as healthful for babies, children and adults and to be applied regularly to maintain freshness, keep skin soft, mask odors with a floral fragrance, prevent chaffing and/or absorb moisture.
- 283. Defendants and the Cosmetic, Toiletry & Fragrance Association (n/k/a Personal Care Products Council) ("CTFA") made false statements to Plaintiff, the general public, news media and government agencies that exercise regulatory authority over the cosmetic industry, including, but not limited to, the U.S. Food & Drug Administration ("FDA"), the National Institute of Occupational Health and Safety ("OSHA"), the National Institute for Occupational Safety and Health ("NIOSH"), the Mine Health and Safety Administration ("MHS"), and the National Toxicology Program ("NTP"), which, in turn, proximately caused Plaintiff's harm through intentional efforts to deceive the general public as to the safety of and presence of carcinogens, including asbestos, in talc-containing products.

- 284. Defendants and CTFA, for decades before Plaintiff was born, possessed medical and scientific data that raised concerns regarding the presence of carcinogens, including asbestos, in talc and that demonstrated the existence of health hazards to those exposed to asbestoscontaining talcum powder products.
- 285. Talc is a hydrous magnesium silicate, inorganic material that is mined from the earth. It is used in the manufacture of goods, such as paper, plastic, paint and coatings, rubber, food, electric cable, ceramics, and cosmetics. In its loose form and as used in defendants' products, talc is known as "talcum powder."
- 286. Geologists, Defendants and CTFA—and their suppliers, experts, agents and advisors—have long known that the deposits in the earth that are associated with talc are also associated with the formation of asbestos. "Asbestos" is a commercial and legal term, rather than a geologic or scientific term, referring to six now-regulated magnesium silicate minerals that occur in fibrous form, including the serpentine mineral chrysotile, and amphibole minerals such as actinolite, anthophyllite, tremolite, amosite and crocidolite. The United States Geological Survey on Commercial Talc production in 1965, as well as those dating back to the 1800s, note the presence of tremolite, anthophyllite and chrysotile commonly among those minerals found within talc deposits.
- 287. Defendants, some of which have been and still are the largest talc producers and/or talc-containing product manufactures in the world, admit that they have long employed and/or consulted with doctors, scientists, geologists, mineralogists and toxicologists, and that they have long maintained extensive medical and scientific libraries and archives containing materials relating to the health hazards of talc and the presence of carcinogens, including asbestos, in talc and talc deposits.

- 288. Beginning in the 1930s, medical and scientific literature emerged indicating talc was commonly, if not invariably, contaminated with substances known or suspected of being carcinogenic, such as asbestos, silica, quartz, nickel and arsenic. Within the next several decades, an ever-growing body of medical and scientific literature demonstrated that direct and secondary exposure to talc, including asbestos-containing talc, was hazardous to exposed persons' health in that it could cause lung disease, cancer and death.
- 289. Defendants and their affiliates, employees, agents and/or suppliers were members of the National Safety Council. In March of 1933, Waldemar C. Dreesen of the United States Public Health Service reported to the National Safety Council the results of a study conducted among tremolite, talc and slate workers. The study indicated that the talc was a hydrous calcium magnesium silicate, being 45% talc and 45% tremolite, and the National Safety Council stated, "The results of the study seemed to indicate a relationship between the amount of dust inhaled and the effect of this dust on the lungs of the workers." As early as 1934, the National Safety Council was publishing that "a cause of severe pulmonary injury is asbestos, a silicate of magnesium." In the September 1935 issue of National Safety News, an article entitled "No Halfway Measures in Dust Control" by Arthur S. Johnson reported lowered lung capacity resulting from "asbestosis" and "similar conditions" that developed "from exposure to excess of many mineral dusts relatively low in free silica content." The article further noted that claims for disabilities from workers who alleged exposure to "clay, talc, emery, and carborundum dusts" had "claims prosecuted successfully." The article concluded that "[i]n the absence of adequate diagnoses, occupational histories and a more satisfactory method of adjudicating claims than prosecution at common law, we must conclude that it is necessary to find a practical method for controlling all mineral dusts."
- 290. In 1936, the National Safety Council published an article entitled "Lesser Known Facts About Occupational Diseases" that found "exposure to asbestos fibers, present in the

weaving and grinding of dry asbestos material, offers another type of dust which may cause fatalities among workers." In 1958, The New York Department of Labor published Industrial Code Rule No. 12 establishing regulations applying to all employees and employers relating to dangerous air contaminants and listing both asbestos and talc as such substances.

291. In 1968, a study presented at the American Industrial Hygiene Conference & Exposition and published in the American Industrial Hygiene Association Journal concluded that "[a]ll of the 22 talcum products analyzed have a...fiber content...averaging 19%. The fibrous material was predominantly talc but contained minor amounts of tremolite, anthophyllite, and chrysotile as these are often present in fibrous talc mineral deposits...Unknown significant amounts of such materials in products that may be used without precautions may create an unsuspected problem." L. J. Cralley, et al., Fibrous and Mineral Content of Cosmetic Talcum Products, 29 Am. Ind. Hyg. Assoc. J. 350-354 (1968). Defendants were aware of these findings.

292. In 1968, a scientific study of store-bought, commercially available talcum powders conducted by the Occupational Health Program, National Center for Urban Industrial Health, was published and presented by the American Industrial Hygiene Association. Defendants were aware of this study. The study revealed that, contrary to popular belief, talcum powders were not entirely pure, but rather contained various fibrous minerals, including tremolite, anthophyllite and chrysotile. The study explained that such fibrous content was not unexpected because these types of fibers are often present in fibrous talc mineral deposits. Available documents indicate that during the same year and in the years following, at least one company began testing store-bought talcum powders for asbestos content. Despite tests showing some talcum powders contained asbestos, there is no evidence that positive results or the brand names of contaminated products were communicated to any governmental agency, the media or the public.

- 293. A 1976 follow-up study conducted by researchers at Mount Sinai Hospital in New York concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." Rohl A.N., et al., Consumer Talcums and Powders: Mineral and Chemical Characterization, 2 J. Toxicol. Environ. Health 255-284 (1976). The Mount Sinai study results were published by various newspapers, including the New York Times and the Washington Post, and Defendants were aware of same.
- 294. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on talc-containing products. Defendants and CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers (including asbestos hazards) associated with cosmetic talcum powder products, such as Defendants' products.
- 295. In 1971, the New York City of Environmental Protection Administration Air Resources Board conducted a study of two "leading" brands of talcum powder using transmission electron microscopy ("TEM") and X-ray diffraction ("XRD") analysis, and found them to contain 5-25% tremolite and anthophyllite asbestos.
- 296. Soon thereafter, a symposium was held in August of 1971 at the FDA to discuss the issue of asbestos content of talcum powders with the talc industry, government officials, and doctors and scientists from Mt. Sinai Hospital, which was then the epicenter of the medical and scientific study of asbestos. Among other statements, participants and attendees heard: that asbestos should be banned in talcum powders; models should be set up to measure the levels exposure to asbestos experienced by persons using talcum powder containing asbestos at the

lowest level of microscopic detection; and that finding asbestos in talc and talcum powder is extremely difficult, and the only truly reliable way to determine the asbestos content of talc and talcum powder is through TEM and electron diffraction. Defendants and CTFA, aware of the foregoing and citing costs as well as their fear of the public learning talc was contaminated with asbestos, ignored and completely rejected any measures to meaningfully test talc products to make sure they were free from asbestos and other carcinogens.

297. After this 1971 symposium, Dr. Weissler of the FDA hired Dr. Seymour Z. Lewin to test commercially available talcum powders for asbestos. Dr. Lewin tested 195 samples and found asbestos of varying amounts in 43. Many of Dr. Lewin's positive results were eventually corroborated by Pfizer Inc. The results, however, were uncorroborated by two other laboratories, leading the FDA to the conclusion that XRD, optical and electron microscopy, and electron diffraction must be used to detect asbestos in talc and talcum powders.

298. Dr. Lewin of New York University disclosed twice in 1972 that asbestos had been found in cosmetic talc. In a report to the FDA on August 3, 1972, Dr. Lewin reported that of 195 talc products, 20 had tremolite, 7 had chrysotile, 9 had both tremolite and chrysotile, and 7 had substantial percentages of one of both. XRD had been used as the first step in analysis and the presence of asbestos and was verified by the use of optical microscopy to disclose the presence of significant numbers of fibers. Shortly thereafter, Dr. Lewin reported to Whittaker, Clark & Daniels Inc. on September 30, 1972, that Italian talc 1615 contained about 2% tremolite and 0.5% chrysotile as determined with XRD and detailed microscopic exam. In a July 31, 1973, review of Dr. Lewin's testing of 195 talc samples, the FDA found "good semi-quantitative agreement" for tremolite on selected samples re-analyzed using optical microscope analysis by FDA and XRD by Pfizer. Agreement was not as good for chrysotile, but the review did warn that optical microscopy could "completely miss the presence of chrysotile if the fibers are submicroscopic, which may well

be the case in finely-milled talc." In 1972, ES Laboratories reported that "1615" talc contained 1% chrysotile and that "4615" talc contained 3% chrysotile and 3% anthophyllite. An August 23, 1973, report by Johns-Manville on TEM analysis of commercial talcs reported that nine of fourteen samples contained chrysotile. Only five samples did not have detectable levels of chrysotile. Pages from the laboratory notebook of Colgate-Palmolive Co. scientist Paul Briscese from March 7, 1976, show that Old Regal (North Carolina) talc tested positive for tremolite, New Montana talc tested positive for anthophyllite and tremolite, and Italian talc tested positive for tremolite.

299. A December 10, 1973, report of the CTFA's Talc Subcommittee disclosed that optical microscope analyses of talcs from the Italian, Montana I & II, Alabama, Vermont, and North Carolina mines had failed the proposed FDA's method because of elevated chrysotile concentrations. This December 10, 1973, CTFA report also showed that several laboratories had reported chrysotile in many of the talc samples sent by the CTFA for evaluation of analytical methods as well as the several identifications of asbestos in talc mentioned.

300. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on consumer talcum powder products. CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, including many of the Defendants herein, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers associated with cosmetic talcum powder products, such as Defendants' products. On September 3, 1973, the FDA sent CTFA a letter regarding various means of measuring asbestos in talc, stating that "conventional methods employing X-ray diffraction or differential thermal analysis are not sufficiently reliable to produce quantitative results of the desired precision." The FDA further advised CTFA that it "has been exploring refractory optical microscopy as a means of measuring asbestos in talc." CTFA responded to the FDA's public notice on its proposed optical microscopy method on December 26, 1973. CTFA contended that the

proposed method was not "reliable" for the detection of asbestos in talc, recommended a "collaborative effort between FDA and industry to develop such a method," and urged deferment of the proposed rule. Minutes of CTFA's Talc Subcommittee meeting on March 15, 1976, indicate that the FDA's "Dr. Shaffner suggested the possibility of having industry report periodically on the results of its analysis to the FDA." Dr. Estrin of CTFA responded that "the subcommittee would give serious consideration to this suggestion."

- 301. Contemporaneously, evidence began to emerge from testing conducted by various regulatory agencies revealing that asbestos was being found in food, beer and drugs, including intravenously injected medicines. In 1972, and later in 1973, the FDA filed notices of proposed rulemaking requiring talc used in food, food packing and drugs to be completely free of asbestos. These were some of the same "grades" of talc used by Defendants.
- 302. The talc industry's response, including that of the defendants, was swift and well-coordinated through CTFA, with which the defendants conspired and worked in concert to purposely create a flawed, voluntary testing and surveillance methodology for detecting asbestos in talc and block efforts to label and warn consumers regarding the dangers associated with the talc products, including defendants' products.
- 303. Regarding the FDA's proposed 1972 rule-making, the FDA Director of Product Development and Cosmetics, Dr. Schaffner, invited representatives of the talc industry to a meeting in August of 1972 to discuss the results of Dr. Lewin's study and inform them that the FDA was preparing to release a "Proposed Statement of Policy On Asbestos in Cosmetics Containing Talc." Dr. Schaffner explained that he was duty-bound and must publicize the brand names of the talcum powders that contained asbestos. CTFA's president, Dr. Merritt, strongly objected to the FDA alerting the general public and publishing the brand names of the talcum powders, as it would cause the manufactures "economic hardship." Dr. Merritt also threatened to

sue the FDA to prevent the disclosure of the brand names. As a result, the FDA, defendants and CTFA never revealed or publicized the brand names of the talcum powders that contained asbestos, much to the detriment of the Plaintiff and the general public.

304. In 1973, CTFA created a talc subcommittee and the Scientific Advisory Committee to develop a testing methodology for detecting asbestos in talc. Initially, CTFA designated a group of its members to tests talc grades used in talcum powder utilizing the methodology proposed by the FDA in its notice of rulemaking. Six samples of talc used in commercially available talcum powders, plus one talc sample purposely spiked with tremolite and chrysotile, were circulated among the members, including representatives of defendants. Of the eight participating members, four found asbestos in every sample, three did not find asbestos in any sample (including the spiked sample), and one found asbestos only in the spiked sample. In conclusion, all members agreed that the best and most reliable method of detecting asbestos in talc is not optical microscopy, but rather TEM and electron diffraction. The same members, however, dispensed with this analytical method, claiming TEM and electron diffraction equipment was too expensive, despite defendants then owning or having unfettered access to same.

305. From there, the difference between what defendants and CTFA knew diverged from what they were representing to the FDA. Defendants, CTFA and others in the industry knew that there was no such thing as asbestos-free talc—only talc in which asbestos could not be detected using the prevailing, most economic analytical methodology, XRD, which at the time could not accurately identify chrysotile asbestos in talc, nor detect tremolite asbestos contamination levels below 2-5%.

306. Defendants and the CTFA also did not disclose to the FDA that the overwhelming majority of talcum powder manufacturers and sellers were not testing their products for asbestos, and even if they were testing, it was done so superficially: only four or so grams per 20 tons of

pre-shipment and pre-processed talc, as an example. Defendants and CTFA also failed to the inform the FDA that they were not testing off-the-shelf talc powder products, but rather old samples that were never from the end products themselves. They also failed to inform the FDA that they were limiting their testing of talc to only one type of asbestos fiber to the exclusion of all other fiber types that are commonly found in talc deposits. What is more, to the extent defendants found asbestos in their samples, these positive results were not reported to the FDA. Instead, on their behalf, CTFA sent letters to the FDA in March of 1976 fraudulently claiming that industry testing had shown all talcum powder products to be completely free of asbestos.

- 307. Beginning in 1975 and 1976, researchers at New York Air Resources Board, Mt. Sinai School of Medicine, and the FDA became increasingly concerned that CTFA, defendants and the cosmetic industries were slow to address the issue of asbestos in talc and talcum powders. Defendants had not issued any recalls, provided consumer warnings, informed the FDA of any effort to ensure that talcum powders on the market did not contain asbestos, or developed a reliable methodology or protocol for ensuring that talc and talcum powder did not contain asbestos.
- 308. Taking matters into their own hands, Mt. Sinai Hospital researchers published a follow-up article to Dr. Lewin's 1971 study that demonstrated that some of defendants' talcum powders contained over 20% asbestos. The researchers concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." The results of the Mount Sinai study were known to the defendants and published the same year by the New York Times and the Washington Post.
- 309. Defendants and CTFA responded to these developments by falsely claiming that the industry was doing "everything" it could to solve the problem; issuing press releases falsely

claiming that chrysotile had never been found in talcum powders; and intentionally suppressing data that showed tremolite was commonly found in talc and talcum powder.

- 310. CTFA subsequently began in earnest to produce a voluntary protocol and methodology that would provide defendants cover from both lawsuits and regulation. Egregiously, as concerned media members, citizens and regulators began asking more questions about which other brands of talcum powder contained asbestos, defendants and CTFA falsely represented that talcum powders have never contained asbestos.
- 311. Defendants and third parties collectively met with and corresponded with CTFA, as well as collectively met with the FDA and other government agencies, to individually and collectively advocate for the use of "voluntary" XRD testing of miniscule portions of the tons of talc to be used in consumer products. Defendants' "voluntary" method—that was developed collectively by defendants and CTFA and advocated to the FDA in lieu of regulations requiring asbestos labeling or warnings on talcum powder products—was inadequate because levels of asbestos contamination in talc commonly fell below the detection limit of the testing methods. Defendants and CTFA also knew that asbestos contamination was not uniformly distributed, such that the miniscule amounts tested would not reveal the true level of contamination in talc products, such as those to which Plaintiff was exposed.
- 312. In support of its voluntary XRD methodology, which was finally published in 1977, CTFA produced letters to the FDA written by its members, including defendants, identifying tests conducted showing talcum powder products did not contain asbestos. CTFA, defendants and other talc product producers, however, never informed the FDA of the hundreds of positive tests showing talc and talcum powders contained asbestos and other carcinogens.
- 313. CTFA "Method J4-1," published on October 7, 1976, states that TEM-SAED "offers greater sensitivity, but is not presented since it is unsuitable for normal quality control

applications." The published method, rather, relies on XRD with "the level of detection of amphibole by this method [being] 0.5% and above." CTFA met with and corresponded with defendants and third parties, to individually and collectively advocate to the FDA for the use of inadequate XRD testing on miniscule portions of the tons of talc obtained from the mining sources to be used in the consumer products, followed by fewer "periodic" tests by TEM. This voluntary method was developed by CTFA and defendants, and was advocated to the FDA by CTFA and defendants in lieu of regulations requiring labeling and warnings on talcum powder products, even though CTFA and defendants knew that the J4-1 method would not reveal the true level of asbestos in the talc that reached consumers. In fact, the first "round robin" tests, which analyzed a "CTFA Tremolite-Spiked Talc," resulted in 6 of 7 participating laboratories failing to detect the tremolite. In other words, 84% of the industry's laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA's own J4-1 method. There is no evidence that CTFA or defendants ever shared this remarkable failure with the FDA or the public.

314. Minutes of CTFA's Talc Subcommittee from February 24, 1975, stated "It was agreed, however, that chrysotile is never found in cosmetic talcs, based on numerous analyses by several investigators..." When referring to the challenge of chrysotile detection, an article entitled "Talc" in the January/March 1976 CTFA Cosmetic Journal, states that "The only known backup method for a positive identification in this event, is [TEM] with selected area diffraction." However, "despite many efforts, the committee had been unable to find a sample of cosmetic talc containing naturally occurring asbestos...it was asked, 'Why should we test for chrysotile if there isn't any?" CTFA's Specification for Cosmetic Talc, revised on October 7, 1976, falsely represented that no fibrous asbestos was detected in cosmetic talc. Even after 1976, CTFA and defendants continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos and other carcinogens in the talc being used to manufacture

cosmetic products. However, CFTA and defendants continued to represent that no asbestos was detected in cosmetic talc. These material representations adversely and directly impacted the FDA's attempt to adequately test consumer talc for asbestos and regulate cosmetics. The most sensitive method of identifying or detecting asbestos in cosmetic talc, TEM-SAED, was not used because CTFA represented that its "ultra-sensitivity could be a problem" and that it was too expensive to use. Instead, its J4-1 method relied on XRD alone for detection of asbestos at greater concentrations than 0.5%, a concentration that could allow more than a billion asbestos fibers per gram of talc to be passed off as "asbestos-free."

- 315. Defendants and CTFA made and published such representations, claiming that their testing method was adequate, that they were ensuring that talcum powder products were safe, and that the talc reaching consumers was "safe," despite having substantial knowledge and evidence to the contrary. Defendants intentionally and knowingly did so to avoid FDA regulations that may have required them to place warnings regarding the asbestos content of their products, and thereby inform the public, including Plaintiff, that talc-containing products contained asbestos.
- 316. CTFA then published an article in 1979 stating it conducted over three thousand tests of talcum powders and none of them found chrysotile. The article and report failed to disclose whether the talcum powders tested contained tremolite, anthophyllite or any other form of asbestos. This publication of half-truths was conveyed to the FDA and the public with the purpose of preventing regulations of cosmetic products. Thereafter CTFA's methodology became the standard by which nearly all talc was analyzed by the entire industry, including talc used in cosmetic and hygiene products today.
- 317. CTFA and defendants have represented to various news media outlets and the public at large that their products are "asbestos-free," when, in fact, their products did test positive for asbestos and those that did not were merely the result of inadequate and imprecise testing

methods. "No asbestos detected" does not mean the product does not contain asbestos, but due to defendants' repeated conflation of the terms, the public has been led to erroneously believe talc products are safe. Furthermore, since defendants and CTFA did not have sufficient testing protocols in place to support the claims that talc products were safe or asbestos-free, such statements were recklessly made, as they had no reason to believe them.

- 318. Between 1970 and the 1990s, tests conducted by and on behalf of defendants and the talc industry continued to show that talc and talcum powder products contained asbestos. None of these positive tests have ever been produced or made known to any regulatory agency, and knowledge of their existence is only because of civil litigation.
- 319. Defendants and CTFA's failure to disclose these positive results and the inadequacies of their testing protocols continued through the 1980s, 1990s and 2000s, even when various government agencies raised concerns about the safety of talc, including the issue of asbestos content.
- 320. To this day, many talc-containing products presently on the market contain asbestos. Instead of publicizing this fact, defendants and CTFA continue to deny all the above to protect their pecuniary interests, to the severe detriment of the public, including Plaintiff.
- 321. Since at least 1979, defendants have conducted a campaign to convince the public that their products are regulated by the FDA, that their tests are conducted pursuant to FDA regulations, and that talcum powder products are, therefore, safe. Nothing could be further from the truth: the FDA has never been assigned a budget by Congress to regulate cosmetics, including asbestos and other carcinogens in talcum powders. Defendants' concerns for the safety of their products have always been voluntary and under the auspices of CTFA, a private industry group, that in its 40 years has only banned the use of 11 ingredients in all cosmetics ever sold in the United

States. Indeed, as of today, asbestos-containing talc in cosmetics has not been banned or otherwise regulated by CTFA or the FDA.

- 322. Defendants (and other entities in the talc industry and cosmetic industries, including the CTFA), individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in both their finished products as well as talc shipments from Talc Supplier Defendants and other sources that were used to produce finished products.
- 323. Defendants, and even the outside laboratories, including McCrone Associates, sent letters to CTFA, to be and which were forwarded to the FDA, stating that results of testing of talc used by them after 1972 had not revealed the presence of amphibole or chrysotile asbestos, when in fact all of these entities had received or performed tests indicating the contrary when such false representations were made.
- 324. After 1976, defendants and CTFA continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos in talc.
- 325. Defendants failed to place any warning on their talc and talcum powder products or ever disclose the fact that these products contained carcinogens, including asbestos, at any point, up to and including the present, despite the clear hazard and direct information that their products did and continue to contain such carcinogens.
- 326. Defendants and CTFA, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, distribution and use of talcum powder products, and controlled the level of knowledge and information available to the public, including Plaintiff, regarding the hazards of exposure to carcinogens, including asbestos, from talc and talc-containing products.

- 327. Defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos in their talc and talc-containing products.
- 328. Defendants and CTFA, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder products, including those to which Plaintiff was exposed.
- 329. Defendants and CTFA, while cognizant of the aforementioned data, deliberately chose to ignore the health and safety issues raised in said data and embarked upon a plan of deception intended to deprive the public at large, including Plaintiff, of alarming medical and scientific findings, many of which remained in their exclusive possession and under their exclusive control.
- 330. Defendants and CTFA conspired and/or acted in concert with each other and/or with other entities through agreement and consciously parallel behavior:
 - (a) to withhold from users of their products—and from persons who they knew and should have known would be exposed thereto—information regarding the health risks of inhaling and/or ingesting asbestos and other carcinogens contained in talc and talcum powder products;
 - (b) to eliminate, suppress or prevent investigation into the health hazards of exposure to asbestos and other carcinogens in talc and talcum powder products;
 - (c) to ensure that asbestos-containing talc and talcum powder products became widely used in commerce, irrespective of the potential and actual risk of harm to the users and consumers from the asbestos and other carcinogens therein; and

- (d) to falsely represent that talc and talcum powder products, including those of defendants, were safe and healthful for use by consumers.
- 331. Plaintiff reasonably and in good faith relied upon the false and fraudulent representations made by defendants and CTFA regarding the hazards of talc and talcum powder products that contained asbestos and other carcinogens, and was, therefore, deprived of an opportunity to make informed decisions concerning use of, exposure to and contact with said products.
- 332. CTFA, as well as defendants and other entities in the talc industry and cosmetic industries, individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in defendants' and other CTFA members' finished products as well as talc shipments from talc suppliers and other sources that were used to produce finished products. Instead, CTFA sent letters to the FDA stating that results of testing of talc used by the industry after 1972 had not revealed the presence of amphiboles or chrysotile, when in fact all of these entities had received or performed tests indicating the contrary by 1976, when such intentionally false misrepresentations were made. CTFA and defendants made and published such representations claiming that their collective testing method was adequate, they were ensuring that talcum powder products were safe, and that their testing of talc reaching consumers was "safe," despite knowing the contrary.
- 333. The FDA, and ultimately Plaintiff, directly and/or indirectly relied upon CTFA's and defendants' false representations regarding the safety of cosmetic talc. In fact, an FDA letter dated January 11, 1979, states: "In cooperation with scientists from industry, our scientists have been making progress in the development of such regulatory methods." The continuing lack of FDA awareness regarding CTFA's and defendants' misrepresentations was obvious seven years later. In a response to a citizen petition to require an asbestos warning label on cosmetic talc, on

July 11, 1986, the FDA states that an "analytical methodology was sufficiently developed" to ensure that "such talc [is] free of fibrous amphibole..." CTFA's J4-1 method has continued for the past four decades to be the cosmetic talc industry's method for "ensuring" "asbestos-free" talc. The use of TEM, recognized by the CTFA as offering "greater sensitivity" for asbestos, continued to increase over the following decades as its advantages were applied to more matrices. In 1990, Kremer and Millette published a TEM method for analysis of asbestos in talc with a theoretical detection limit of about 0.00005%. Despite such improvements in analytical techniques, the cosmetic talc industry, including defendants, continues, four decades later, to use and promote its antiquated and wholly inadequate J4-1 method.

- 334. CTFA and defendants, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, marketing, distribution and use of asbestos-containing talcum powder products, and controlled the level of knowledge and information available to the public regarding the hazards of exposure to asbestos and other carcinogens from talc and talc-containing products.
- 335. CTFA and defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff and her family members, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos from their talc and talc-containing products.
- 336. CTFA and defendants, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder, and specifically talc and talcum powder used in the production of products to which Plaintiff was exposed.

- 337. CTFA and defendants, through agreement and consciously parallel behavior, suppressed, altered, changed, destroyed and/or revised reports, data, tests, studies and other documents regarding the potential presence of asbestos and other carcinogens in talc and talc-containing products, including defendants' products to which Plaintiff was exposed.
- 338. As recently as 2016, Defendants made material misrepresentations to the FDA regarding asbestos in its talcum powder products.
- 339. For additional details regarding and supporting Plaintiff's claim, see Bird T., et al., "A Review of the Talc Industry's Influence on Federal Regulation and Scientific Standards for Asbestos In Talc," New Solut., 2021 Aug; 31(2): 152-169.
- 340. Defendants, both acting individually and in concert with others, including the CTFA, violated the common law duty of care owed to Plaintiff Anthony D. Robinson or otherwise engaged in intentionally culpable activity that caused Plaintiff to suffer severe injuries and damages.
- 341. As a direct and proximate consequence of the foregoing acts and omissions, Plaintiff Anthony D. Robinson (i) relied on Defendants' false assurances that their talc-containing products were free from asbestos and safe, (ii) used or was otherwise exposed to Defendants' talc-containing products; (iii) and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.
- 342. The actions and omissions of defendants, independently and collectively, constitute a pattern or practice of intentionally wrongful conduct and/or malice resulting in injuries to Plaintiff Anthony D. Robinson as described in this complaint.
- 343. As a direct and proximate consequence of the foregoing acts and omissions by the defendants, Plaintiff Anthony D. Robinson used or was otherwise exposed to defendants' products and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

FOR A TWELFTH CAUSE OF ACTION

(Fraud as to Defendants Johnson & Johnson & Johnson & Johnson Consumer Inc. Johnson & Johnson Holdco (NA) Inc., Kenvue Inc., and LLT Management LLC)

For a Twelfth Distinct Cause of Action for Fraud, Plaintiffs Complain of Defendants, and Allege as Follows:

344. Defendants JOHNSON & JOHNSON , JOHNSON & JOHNSON CONSUMER INC. (a/k/a "JJCI 3.0"), individually and as successor-in-interest to Johnson & Johnson Consumer Inc. (a/k/a "Old JJCI") and Johnson & Johnson Holdco (NA) Inc. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), JOHNSON & JOHNSON HOLDCO (NA) INC. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), individually and successor-in-interest to Johnson & Johnson Consumer Inc. (a/k/a "Old JJCI"), KENVUE INC., individually and as successor-in-interest to Johnson & Johnson Consumer Inc. (a/k/a "Old JJCI") and Johnson & Johnson Holdco (NA) Inc. (a/k/a "New JJCI/Holdco") (f/k/a Johnson & Johnson Consumer Inc.), and LLT MANAGEMENT LLC f/k/a LTL Management LLC (collectively "J&J") made false representations regarding the asbestos content of their talc products, including Johnson's Baby Powder used by Plaintiff Anthony D. Robinson misrepresentations that Plaintiff relied on to his detriment and which caused the development of his mesothelioma. J&J's misrepresentations were deliberate and were effectuated through a campaign to hide and destroy laboratory testing detecting asbestos in Johnson's Baby Powder and Shower to Shower, to manipulate the protocols for such testing to falsely suggest no asbestos was found in Johnson's Baby Powder and Shower to Shower, and to repeatedly assert to the public and federal regulatory agencies that Johnson's Baby Powder and Shower to Shower were safe.

345. Johnson's Baby Powder was a critical cornerstone product for J&J, referenced as the company's "golden egg" and "sacred cow." *See* Exhibit 1 (04/28/1997 The Johnson & Johnson Advantage: Emotional Trust); *see also* Exhibit 2 (08/18/1997 Mother-Baby Strategic Mission);

see also Exhibit 3 (08/20/1997 Johnson & Johnson "Golden Egg" Advertising Strategy); see also Exhibit 4 (excerpt of 08/04/1999 Johnson & Johnson Baby Camp PowerPoint); see also Exhibit 5 (excerpt of 08/10/1999 Johnson & Johnson Baby Camp PowerPoint with Koffman (Golden Egg presentation)).

- 346. J&J knew that its talc products, including Johnson's Baby Powder, contained asbestos fibers, knew those asbestos fibers could cause cancer, and knew that it was not safe to be selling such products to the public for use on babies, children, and adults. In a memorandum dated April 9, 1969, J&J internally expressed concern that the presence of tremolite asbestos in its talc products would cause pulmonary diseases and cancer and increased the risk that the company would be drawn into litigation. J&J acknowledged that trace amounts of tremolite were unavoidable, and that efforts should be made to keep the amount of tremolite to a minimum.
- 347. In a memorandum dated July 30, 1971, J&J was informed that there is no place for asbestos in talc, trace amounts were not acceptable, and any talc with asbestos should be removed from the market. J&J was informed that no level of asbestos in talc is acceptable for use.
- 348. In a memorandum dated October 16, 1997, J&J acknowledged that there is no doubt that "mesothelioma can be caused by non-occupational exposure to mineral fibers" and that "mesothelioma may occur after brief or indirect exposure to asbestos." This memorandum further stated that tremolite is considered one of "the most potent mesothelioma producers" and that scientists contend that trace amounts of tremolite in other minerals is responsible for mesotheliomas.
- 349. In its memorandum of October 16, 1997, J&J acknowledged that "in several mesothelioma patients studied, both talc fibers and tremolite were detected. In fact, the majority of asbestos bodies isolated from the lungs of women in the general population have tremolite or anthophyllite and because tremolite and anthophyllite are known contaminants of talc, this data

suggests that rare cases of mesothelioma among women with no other identifiable exposure might be related to exposure to cosmetic talc." Further, an environmental factor that must be given "major consideration in the incidence of Mesothelioma" includes "tremolite asbestos" which "is a known contaminant [of] some deposits of talc."

- 350. J&J's corporate representative has acknowledged in litigation that it has known for years that the talc used in Johnson's Baby Powder could be inhaled and reach deep into the lung. For decades, J&J has known about the dangers of talc powder inhalation during the normal use of its talc-based products, especially to babies.
- 351. The relationship between asbestos exposure and mesothelioma has been well understood since the 1960s and numerous studies confirm that causal relationship. J&J was aware of this causal relationship through its knowledge of the scientific literature and its membership in trade organizations through which such knowledge was distributed.
- 352. Beginning at least in the 1950s, J&J tested its talc for impurities or cominerals, including "asbestos" and "tremolite," because the company knew they are deleterious minerals that could be harmful to a person's health and thus should not be found in talc-based products. At all relevant times, J&J understood the dangers posed by asbestos exposure and that asbestos was a known impurity of talc.
- 353. J&J, internally and through hired testing laboratories such as the Battelle Memorial Institute, McCrone Associates, and the Colorado School of Mines Research Institute, tested for asbestos impurities in the source talc ore, processed ore, and finished products used to manufacture J&J talc products. All of these testing laboratories found asbestos minerals in J&J source talc ore or talc products. Independent labs have also found asbestos in the talc used in J&J talc products.
- 354. The existence of laboratory tests finding asbestos in J&J talc products and source talc used in those products has been verified by J&J under cross examination in recent litigation.

J&J knew about these positive test results all along. In 1972, J&J executives acknowledged internally that the results of testing demonstrating the presence of asbestos in J&J's talc products and the source ore used to make these products. At that time, J&J confirmed that McCrone found trace tremolite and that these findings are "not new."

- 355. In May 1973, Roger Miller, the President of J&J's mining company, Windsor Minerals, informed J&J that "the ore body contains actinolite." This talc ore body was actively used to produce J&J's talc products. One week later, J&J's records note that "[t]he first showing of actinolite we know about is October 1972."
- 356. J&J consistently lied about these positive test results for decades. In response to consumer inquires, J&J has assured consumers that "asbestos has never been found in Johnson's Baby Powder and it never will." In print advertisements as late as December 19, 2018, J&J told the public that "Baby Powder does not contain asbestos and never will. We test every single lot to ensure it." The Johnson's Baby Powder product label says it was the "Purest Protection" and it was advertised as "the best you can buy" and "the purest."
- 357. J&J has acknowledged that the intent of these representations to consumers has always been to "to reassure them they could feel safe and comfortable using Johnson's Baby Powder because it does not contain asbestos" and to convey that in using Johnson's Baby Powder, there was "zero chance" of exposing their families to asbestos. The statements that Johnson's Baby Powder does not contain asbestos, that there was "zero chance" consumers were exposing their families to asbestos were false when they were made, and J&J knew they were false when they made those statements. As a direct result of J&J's false representations that Johnson's Baby Powder never contained asbestos, millions of people, including babies, were unwittingly and needlessly exposed to asbestos.

- 358. J&J has never placed warnings on its talc-based powder products about the potential hazards presented by the product being aerosolized in normal application. J&J never placed warnings on its powder products about the risk of asbestos exposure or cancer.
- 359. Instead, J&J represented to the public that Johnson's Baby Powder was safe. J&J withheld from their spokespeople whose job it was to communicate the "no evidence of asbestos" message any reports indicating there was in fact evidence of asbestos in Johnson's Baby Powder. J&J's misrepresentations and omissions regarding the safety of Johnson's Baby Powder has resulted in consumer use of this and other talc products in a potentially lethal way without any knowledge of the danger.
- 360. Since the early 1970's the FDA has repeatedly asked J&J whether there was any evidence of any amount of asbestos in any J&J talc product. J&J's answer to the FDA's inquiries was always the same: there is no evidence of any amount of asbestos in any J&J talc product. Over the course of more than four decades, J&J represented to the FDA over and over again that there is not a single instance or report of asbestos including chrysotile asbestos in its products
- 361. In a letter dated September 21, 1971, J&J represented to the FDA that its data "conclusively proves that Johnson's Baby Powder is free of asbestos." J&J has represented to the FDA that "no amphibole materials have been detected" in the company's talc-based products. Documentation of a meeting between J&J and the FDA in 1972 shows that, when pressed, J&J went so far as to represent to the FDA that "there wasn't a shred of evidence to support the idea that either our Johnson's Baby Powder contained any chrysotile asbestos."
- 362. Although aware of repeated McCrone reports over the course of years to the contrary, J&J falsely represented to the FDA that its consultant McCrone never found asbestos in the talc ore that was used to make Johnson's Baby Powder. In 1976, J&J rejected the FDA's request to provide the results of its respective periodic monitoring for asbestos.

- 363. J&J also submitted false and misleading statements through its trade association, the Cosmetic, Toiletry & Fragrance Association ("CTFA") (n/k/a Personal Care Products Council) ("PCPC"). The CTFA made false statements to Plaintiff, the general public, news media, and government agencies, including, but not limited to the FDA, the National Institute of Occupational Health and Safety ("OSHA"), the National Institute for Occupational Safety and Health ("NIOSH"), the Mine Health and Safety Administration ("MHSA"), and the National Toxicology Program ("NTP"), which, in turn, proximately caused Plaintiff's harm through intentional efforts to deceive the general public and regulatory authorities as to the safety of and presence of carcinogens in Johnson's Baby Powder.
- 364. J&J used the CTFA to communicate false information about the purity of its talc and lack of asbestos content, as evidenced by a letter dated March 15, 1976. This false information was then transmitted by the CTFA to the FDA to "give assurance as to the freedom from contamination by asbestos form materials of cosmetic talc products." This was done after J&J was aware of over 50 reports about asbestos minerals and fibers in the talc it used for talc products. Two weeks after relaying this false information, J&J met privately in Hillside, New Jersey and congratulated themselves on the "success" of the "presentations" to the FDA and agreed that they should not bind themselves to having to further update the FDA.
- 365. J&J and other industry members agreed to do testing on their respective talc products in a "round robin" format. The testing was done using a table that identified the manufacturer of the samples that were tested. Multiple samples contained asbestos. In a letter dated March 1, 1978, the Chairman of the CTFA Task Force on Round Robin Testing and then current employee of J&J instructed the CTFA to "destroy your copy of the table" containing the results finding asbestos in talcs.

- 366. Although possessing test results indicating that the talc used in its talc-based products contained tremolite and chrysotile asbestos reportable as asbestos under federal regulations J&J represented to the NTP that there was never any evidence of asbestos in the talc used in Johnson's Baby Powder. And decades after asbestos was first reported, J&J continued to represent to the FDA that it had confirmed "the absence of asbestiform minerals" in its finished talc-based products. It did so in the CTFA's Comments in Response to a Citizens Petition dated June 27, 1995.
- 367. As recently as 2016, in a document dated March 17, 2016, J&J represented to the FDA that no asbestos structures have ever been found in its talc-based products in any testing anywhere in the world. This statement made to the FDA was false.
- 368. In an advertisement to the public dated December 19, 2018, J&J falsely claimed that it has cooperated fully and openly with the FDA and other regulators. In fact, J&J did not provide the FDA with positive asbestos tests from its hired consultants, including McCrone, and the Colorado School of Mines. J&J did not tell the FDA that it possessed test results finding asbestos in the mine ore and the finished talc product nor did it give those results to the FDA.
- 369. J&J also used its consultants as vehicles to intentionally mislead the FDA. A letter dated October 12, 1971, evidences that J&J knew that its standby consultant McCrone purposely omitted findings of asbestos in its talc-based products because it "would only tend to confuse the issue perhaps with the FDA" and that McCrone offered that if J&J "decide[d] to use these reports with the FDA" to "please call us."
- 370. As a part of its testing protocol for J&J's talc products, McCrone would segregate any test results that were positive for the presence of asbestos in talc ore or talc products from those that allegedly found "no quantifiable" asbestos. For instance, on April 29, 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate

reports of test results for Windsor Minerals. The first was for 11 talc samples in which "no quantifiable" amounts of asbestiform were found. The second was for the three talc samples (noticeably extracted from the numbering sequence) in which traces of chrysotile were found.

- 371. McCrone and J&J worked together to manipulate the asbestos testing results of J&J products done by outside laboratories and reported those manipulated findings to the FDA as negative results. For example, in a report dated October 27, 1972, McCrone found tremolite asbestos in J&J talc products but a handwritten note was written in large print on the front of the report stating: "DO NOT USE THIS REPORT." The report was revised to remove the quantification of asbestos found.
- 372. Similar asbestos findings by other J&J consultants were also hidden from the FDA. J&J submitted to the FDA testing performed by Professor Hutchinson from the Minnesota Space Center only in excerpts that removed all references to his "incontrovertible" findings of chrysotile asbestos. J&J did not submit a March 1974 test results from Professor Reynolds at Dartmouth College that "Actinolite is the dominant fiberform amphibole in the ore and talc product provided by Windsor Minerals." Instead, J&J submitted test results to the FDA from Dartmouth claiming that no amphiboles were found in the company's talc products.
- 373. J&J had its consultants use purposefully misleading laboratory tests to support its false claims that its talc ore and talc products were free of any asbestos. Since at least 1971, J&J has known that transmission electron microscopy ("TEM" or electron microscopy) is the superior microscope to detect asbestos in talc and was its consultants' recommended testing method. In fact, the positive asbestos results obtained by Professor Hutchinson utilized the TEM method. But J&J convinced the FDA that lesser test methods were effective, knowing that those lesser methods had failed to detect asbestos that was verified to be present in J&J's talc products. J&J routinely submitted test reports to the FDA as proof that its talc was asbestos free knowing that the methods

used would not detect asbestos at low levels and thus were not reliable to rule out the presence of asbestos. For example, a McCrone report dated April 24, 1974, noted that lesser methods failed to find asbestos in over a dozen samples where the asbestos was confirmed when using the correct tool – TEM.

- 374. Despite J&J's knowledge that other testing methods missed verified asbestos in its talc, J&J advocated an industry standard using one of the weaker/lesser methods and claimed it would ensure the talc was asbestos free. This method is known as J4-1. The J4-1 testing method utilized x-ray diffraction ("XRD") as the initial screen to determine if any further testing was necessary. The limit of detection was between .5% and 5% and ensured that millions to trillions of asbestos fibers in a gram of talc could escape detection. Using the J4-1 method, if the XRD test result was negative, no more testing would occur, and the sample would be reported as "none detected." This process virtually guaranteed that low levels of asbestos would never be found. J&J also knew that XRD could not detect chrysotile at levels below two percent of the talc product and was also incapable of detecting low levels of tremolite. In the unlikely event an XRD test result was positive, J&J's second step utilized polarized light microscopy ("PLM"), also a lesser testing method, and J&J instructed the PLM analyst not to count all of the fibers he or she would actually see under the microscope. Short fibers, below a defined size, recognized as carcinogenic, were excluded from any reporting.
- 375. The CTFA's December 10, 1973 report confirmed that multiple talc sources, including Italian and Vermont talc, failed the proposed FDA's method because of elevated chrysotile concentrations. Thereafter, the CTFA proposed J4-1 knowing it was a "unreliable" testing method for asbestos in talc. The first "round robin" tests, which analyzed a "CTFA Tremolite-Spiked Talc," resulted in six of seven participating laboratories failing to detect the tremolite. In other words, 84% of the industry's laboratories failed to detect asbestos in a sample

known to contain tremolite asbestos while using the CTFA's J4-1 method. There is no evidence that CTFA or J&J ever shared this remarkable failure with the FDA or the public.

376. J&J also knew that the "concentration method" of sample preparation was most able to detect the presence of asbestos in its talc and thus provide more accurate results. Internal memorandums from 1973 show that J&J understood that the concentration method was "much more sensitive than our proposed specifications" and when used found traces of tremolite which the J&J testing methods would fail to expose. J&J's stated concern with using a concentration method, set forth in a memorandum dated May 16, 1973, was that it was too good at detecting asbestos—it was too sensitive. Correspondence dated February 18, 1975 indicates that J&J rejected the concentration method because the effective and sensitive testing was not "in the worldwide company interest." Indeed, many of J&J's consultants—including the Colorado School of Mines, Professor Pooley of Cardiff University, Professor Reynolds of Dartmouth College, and Professor Alice Blount of Rutgers University—found asbestos in J&J's talc-based products using the concentration method. J&J did not provide any of those test results to the FDA, however.

TEM reporting methodology designed to yield negative, rather than accurate results. J&J called its method TM7024. According to this method, a lab would report the test results as negative and "not quantifiable" unless the scientist counted 5 or more asbestos fibers of the same variety in an incredibly small sample (it varied but was well under 50 milligrams). Thus, even if the examiner identified, counted and quantified as many as 16 asbestos fibers (four fibers of tremolite, four fibers of actinolite, four fibers of anthophyllite, and four fibers of chrysotile) the finding of asbestos was not to be reported. This method instructed labs who confirm the presence of asbestos in incredibly small samples to "couch" the results in specific and deceptive language that the lab "did not find any quantifiable amount of asbestosforms minerals." J&J's position about the scientific

propriety of its TM7024 testing protocol was and remains inconsistent with EPA protocols for counting asbestos fibers.

- 378. Even though J&J tested miniscule amounts of product, and utilized methods specifically designed to yield negative results, asbestos was still found in J&J's talc. J&J never produced these test results to the public until 2017. In editing information for its website in about 2016, J&J acknowledged internally that it "cannot say our talc-based consumer products have always been asbestos free."
- 379. J&J represented to the FDA that the most sensitive testing was not needed because "substantial asbestos can be allowed safely in baby powder." J&J also claimed that "extensive" animal studies of its Vermont and Italian talc revealed no cancer risk from their talc. J&J now admits that only one study was done of its Vermont talc and only one study of its Italian talc as it relates to the risk of cancer from talc. The FDA was not told tests were conducted on a special lot of "extremely clean" talc. This information was first disclosed in litigation from J&J internal records, first produced no earlier than 2017.
- 380. J&J knew that it had liability to persons who developed asbestos-related diseases as a result of exposure to its talc products. In an internal communication dated April 15, 1969, the Medical Director for J&J wrote to advise the company of danger relative to "inhalation" of the "needle-like" crystals of tremolite asbestos in J&J's talc. J&J was cautioned that "since the usage of these products is so widespread, and the existence of pulmonary disease is increasing, it is not inconceivable that [J&J] could become involved in litigation in which pulmonary fibrosis or other changes might be rightfully or wrongfully attributed to inhalation of our powder formulations." To that end, Dr. Thompson recommended that "someone in the Law Department should be consulted with regard to the defensibility of our position in the event that such a situation could ever arise." The medical director further forewarned J&J that the company could confront a

situation where the company would be more or less compelled to remove its talc products "if it became known that our talc formulations contained any significant amount of Tremolite." This prediction of litigation came to fruition shortly thereafter. J&J has reported that during the 1970s alone, the company was sued in talc-based cases in 1971, 1972, 1973 1974, 1976, 1977, 1978, and 1979.

- 381. Due to the litigation process, J&J has been forced to identify documents from as early as 1971 (and every year thereafter) relating to "ongoing," "pending," and "anticipated" litigation regarding Johnson's Baby Powder. Since at least 1971, J&J has known that information in the company's possession relevant to or produced in any particular talc-based lawsuit would be relevant to discovery in future talc-based cases. Although J&J was legally obligated to retain the evidence, it does not know where the documents and evidence related to these cases are located or whether they even exist. Entries on J&J's privilege log indicate that samples of talcum powder used in litigation existed at the time the litigation in the 1970s was pending but are no longer available.
- 382. Despite being involved in litigation for decades, J&J never produced a single asbestos test in any case prior to 2017, even when specifically requested. J&J was repeatedly asked in litigation whether the talc used in any of its talc-based products contained any amount of asbestos. J&J represented to plaintiff's counsel that "there was no evidence" of asbestos in its talc. These representations exemplified J&J's pattern and practice in defending talc-injury litigation, which was to conceal evidence of asbestos in its talc products and represent that no such evidence ever existed. Many of the same J&J executives who were involved in discussions with the FDA about the company's talc-based products were involved in defending J&J in litigation alleging asbestos-related injuries from talc-based products.

- 383. J&J routinely provided sworn affidavits from company executives falsely asserting that there was no evidence of asbestos in the talc used for J&J products. In addition to submitting false affidavits, J&J repeatedly certified answers to interrogatories stating that there was never any evidence of asbestos in any J&J talc product when it knew the truth to be otherwise. J&J knew there was tremolite in Johnson's Baby Powder when responding to discovery requests in the Krushinski case. J&J has been forced to admit that these interrogatories, which were answered in conjunction with the company's lawyers, were false.
- 384. J&J concealed and refused to produce in response to plaintiff's discovery requests any documents evidencing or relating to tests, studies, investigations, and analyses of Johnson's Baby Powder for the presence of asbestos, despite its knowledge that relevant and material documents existed and were in its possession and that it had the duty to disclose them.
- 385. Although J&J by its own admission had an obligation to preserve evidence once litigation concerning the health effects of its talc products was foreseeable, it failed to do so. J&J knew that evidence adduced in litigation concerning the health effects of its talc products would be material and relevant to other anticipated cases. Yet J&J failed to preserve records from any of the lawsuits that alleged injuries as a result of Johnson's Baby Powder, talc, or asbestos, even though J&J knew that relevant and material documents existed and were in its possession.
- 386. J&J did not retain any samples of its talc ore and milled talc used in its talc-based products, which it tested regularly for the presence of asbestos and asbestiform minerals at any time until 2017. Although litigation was pending and anticipated, the samples chosen by J&J specifically to create test results were not retained under the company's evidence retention schedules and were not subject to any litigation-hold. J&J also failed to retain all test results for the presence of asbestos and asbestiform minerals of the talc ore and milled talc used in its talc-based products. The failure to institute a litigation hold made certain that the testing results were

destroyed in accordance with its document retention policy. In 2008, nearly ten years after the first litigation hold, when asked about retention time for "information related to the CTFA ingredient surveys" J&J directed its employees to "PITCH them." Any test results that J&J has not yet produced are presumed to be destroyed, as the disposal of these results were mandated by the company's evidence retention scheduled absent a litigation hold, which J&J never issued.

- 387. The limited underlying scientific data that still exists of J&J's consultants confirms that the reports of "no detectable" asbestos are belied by the underlying scientific data, which shows evidence of asbestos. There are countless similar non-detect letters with no underlying data.
- 388. In 1989, after facing litigation related to its talc-based products for nearly two decades and anticipating further litigation, J&J destroyed records relating to its Hammondsville, Vermont mining operations.
- 389. J&J historically preserved no records from the majority of cases in which it has been sued for causing talc related injuries. For those cases where there is at least some documentation, J&J either lost or destroyed most of the material evidence related to historical litigation alleging asbestos-related disease from its talc products. Despite being involved in many cases dating back to 1971, J&J could only locate two sets of discovery responses for its corporate representative to review.
- 390. J&J once maintained a paper file documenting all of its telephone conversations with the FDA related to its talc-based products dating to the early 1970s. The "FDA Call File" no longer exists.

J&J is Fully Responsible for Conduct Fraudulent Misrepresentation

391. J&J intentionally and fraudulently continued to misrepresent to the public that Johnson's Baby Powder were safe, concealing the dangers of asbestos exposure and evidence of

asbestos in J&J's talc product. J&J's misrepresentations and omissions regarding the safety of Johnson's Baby Powder have resulted in consumer use of talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J made a material representation;
- (b) The representation was false;
- (c) J&J knew it was false when made or made it recklessly without knowing it was true as a material positive assertion;
- (d) J&J made the misrepresentation intending that Plaintiff act on the representation;
- (e) Plaintiff acted in reliance on it; and
- (f) Plaintiff, as a result, suffered damage.

J&J is Fully Responsible for Conduct Silent Fraud (a/k/a Fraudulent Concealment)

- 392. J&J intentionally and fraudulently concealed the dangers of asbestos exposure and continued to represent to the public that Johnson's Baby Powder and Shower to Shower were safe, concealing the evidence of asbestos in J&J's talc product. J&J's concealment and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower have resulted in consumer use of talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff Anthony D. Robinson the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:
 - (a) J&J suppressed a material fact;
 - (b) J&J had a duty to disclose the fact; and
 - (c) J&J concealed the fact with the intent to defraud.

- 393. Plaintiff Anthony D. Robinson trusted Johnson's Baby Powder. He used it believing it to be safe. Plaintiff trusted that the talc products he used were safe and did not have any carcinogens. He relied on J&J to provide any safety information to him and to make sure any life-threatening hazards were communicated to him. Had the Plaintiff known the true facts, he would never have purchased or used the products.
- 394. Plaintiff Anthony D. Robinson developed malignant pleural mesothelioma, a fatal cancer, as a direct and proximate cause of the misrepresentations made by J&J regarding the safety of Johnson's Baby Powder and Shower to Shower and its concealment of evidence that its talc products utilized talc that contained asbestos fibers that could cause cancer.

FOR A THIRTEENTH CAUSE OF ACTION (Loss of Consortium)

For a Thirteenth Distinct Cause of Action for Loss of Consortium, Plaintiff Joyce J. Robinson Complains of Defendants, and Alleges as Follows:

- 395. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 396. Plaintiffs Anthony D. Robinson and Joyce J. Robinson were married in 1962 and at all times relevant to this action were husband and wife.
- 397. Prior to his injuries as alleged, Plaintiff Anthony D. Robinson was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Anthony D. Robinson has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Joyce J. Robinson was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 398. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Anthony D. Robinson as set forth herein,

Plaintiff's spouse and co-Plaintiff Joyce J. Robinson suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and
- 9. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

June 18, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
DONALD K. ALLEN and JULIE ALLEN) C/A NO. 2024-CP-40
	In Re: Asbestos Personal Injury Litigation Coordinated Docket SUMMONS SUMMONS RS, NC. NRS,)))))))))))))
GOULDS ELECTRONICS INC.)))
GREAT BARRIER INSULATION CO. HAJOCA CORPORATION))))

HEAT & FROST INSULATION COMPANY, INC.	1
OCCIDENTAL CHEMICAL CORPORATION)	,
PARAMOUNT GLOBAL)	1
PAYNE & KELLER COMPANY)	1
PECW HOLDING COMPANY	1
PIEDMONT INSULATION, INC.	1
PLASTICS ENGINEERING COMPANY	1
PREMIER MAGNESIA, LLC	1
PRESNELL INSULATION CO., INC.	1
RELIANCE ELECTRIC COMPANY	1
REXEL USA, INC.	1
ROCKWELL AUTOMATION, INC.	1
ROGERS CORPORATION)	1
RSCC WIRE & CABLE LLC	1
SCHNEIDER ELECTRIC USA, INC.	1
SIEMENS INDUSTRY, INC.	1
SPIRAX SARCO, INC.	1
STARR DAVIS COMPANY, INC.	1
STARR DAVIS COMPANY OF S.C., INC.	1
THE OKONITE COMPANY	1
THERMO-ELECTRIC CO., INC.	1
UNION CARBIDE CORPORATION	1
WIND UP, LTD)

Defendants.	

SUMMONS

)

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

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May 21, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA) I	N THE STATE OF COMMON PLEAS
COUNTY OF RICHLAND) F	OR THE FIFTH JUDICIAL CIRCUIT
DONALD K. ALLEN and JULIE ALLEN,)	C/A NO. 2024-CP-40
Plaintiffs, v. ABB INC.)	In Re: Asbestos Personal Injury Litigation Coordinated Docket
ALCAN PRODUCTS CORPORATION BEATY INVESTMENTS, INC. f/k/a Guy M. Beaty & Co.)))	
CARRIER CORPORATION)	
CATERPILLAR, INC.)	
COVIL CORPORATION)	
CUMMINS POWER GENERATION, IN d/b/a Cummins Onan	C.)	
DAVIS MECHANICAL CONTRACTORS INC.	S,)	
EATON CORPORATION)	
ERICSSON, INC. individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY)) (
FLAME REFRACTORIES, INC.)	
GENERAL CABLE CORPORATION)	
GENERAL CABLE INDUSTRIES, INC. individually and as successor-in-interest to CAROL CABLE CO.)	
GENERAL ELECTRIC COMPANY)	

GOULDS ELECTRONICS INC. individually and as successor-in-interest to ITE CIRCUIT BREAKER CO.)
GREAT BARRIER INSULATION CO.
HAJOCA CORPORATION
HEAT & FROST INSULATION) COMPANY, INC.)
OCCIDENTAL CHEMICAL CORPORATION individually and as successor-in-interest to DUREZ CORPORATION)
PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a DELAWARE CORPORATION, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a PENNSYLVANIA CORPORATION f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC.)
PECW HOLDING COMPANY f/k/a PLASTICS ENGINEERING COMPANY)
PIEDMONT INSULATION, INC.
PLASTICS ENGINEERING COMPANY d/b/a PLENCO)
PREMIER MAGNESIA, LLC f/k/a PREMIER CHEMICALS, LLC individually and as successor-in-interest to BASIC MAGNESIA, INC.
PRESNELL INSULATION CO., INC.
RELIANCE ELECTRIC COMPANY, INC.
REXEL USA, INC.

f/k/a REXEL HOLDINGS USA CORP. individually and as successor-in-interest to GENERAL ELECTRIC SUPPLY COMPANY)))
ROCKWELL AUTOMATION, INC. individually and as successor-in-interest to ALLEN-BRADLEY COMPANY LLC f/k/a ROCKWELL INTERNATIONAL CORPORATION)))))
ROGERS CORPORATION)
RSCC WIRE & CABLE LLC d/b/a ROCKBESTOS SUPERNANT CABLE CORP.))))
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D. COMPANY)
SIEMENS INDUSTRY, INC. individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO.))))))
SPIRAX SARCO, INC.)
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
THE OKONITE COMPANY)
THERMO-ELECTRIC CO., INC. f/k/a THERMO ELECTRIC WIRE & CABLE CO.)))
UNION CARBIDE CORPORATION)
WIND UP, LTD. individually and as successor-in-interest to PIPE & BOILER INUSLATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO. Defendants.)))))))

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiffs, DONALD K. ALLEN and JULIE ALLEN (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Donald K. Allen has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
- 2. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers, and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- 3. This Court further has general consent jurisdiction over Defendants based on the South Carolina business registration statute.

- 4. This court has further specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 5. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 6. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 7. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 8. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Donald K. Allen, experienced occupational exposure as a result of working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Plaintiff Donald K. Allen, as an electrician and/or an electric component sales manager on to Defendants' premises to perform work for Defendants' benefit. Plaintiff Donald K. Allen was an invitee who had express permission to enter Defendants premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Donald K. Allen's mesothelioma.
- 9. Plaintiffs' claims against the Product Defendants, as defined herein arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 10. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and/or Florida, and the purchase and use of asbestos-containing products on their premises located in South Carolina and/or Florida, and/or contracting with the employer of Donald K. Allen in South Carolina and/or Florida for Plaintiff Donald K. Allen and others to cross state lines to work on Defendant's premises.
- 11. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systemic business in South Carolina exposed Plaintiff Donald K. Allen to asbestos in this State, subjecting them to the

jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

- 12. Plaintiff Donald K. Allen's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 13. Plaintiffs' were not aware at the time of exposure that asbestos and asbestoscontaining products presented any risk of injury and/or disease.
- 14. Plaintiff Donald K. Allen worked with, or in close proximity to others who worked with asbestos-containing materials including but not limited to asbestos-containing products and other asbestos containing materials manufactured and/or sold by the Product Defendants and used on property owned and controlled by the Premise Defendants.
- 15. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their 'alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or the other acquisition resulting in virtual destruction of Plaintiffs remedy against each such alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
BEATY INVESTMENTS, INC.	GUY M. BEATY CO.
CUMMINS POWER GENERATION, INC.	CUMMINS ONAN
ERICSSON, INC.	ANACONDA WIRE & CABLE COMPANY
GENERAL CABLE INDUSTIRES, INC.	CAROL CABLE CO.
GOULDS ELECTRONICS INC.	ITE CIRCUIT BREAKER CO.
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, VIACOM, INC., WESTINGHOUSE ELECTRIC CORPORATION
PAYNE & KELLER COMPANY	PAYNE AND KELLER INC.
PECW HOLDING COMPANY	PLASTICS ENGINEERING COMPANY
PLASTICS ENGINEERING COMPANY	PLENCO
PREMIER MAGNEISA, LLC	PREMIER CHEMICALS, LLC, BASIC MAGNESIA, INC.
REXEL USA, INC.	REXEL HOLDINGS USA CORP., GENERAL ELECTRIC SUPPLY COMPANY
ROCKWELL AUTOMATION, INC.	ALLEN-BRADLEY COMPANY LLC, ROCKWELL INTERNATIONAL CORPORATION

RSCC WIRE & CABLE LLC	ROCKBESTOS SUPERNANT CABLE CORP.
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
SIEMENS INDUSTRY, INC.	SIEMENS ENERGY & AUTOMATION, INC., ITE CIRCUIT BREAKER CO.
THERMO-ELECTRIC CO. INC.	THERMO ELECTRIC WIRE & CABLE CO.
WIND UP LTD.	PIPE & BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.

- 16. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 17. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious disease are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.
- 18. As a direct and proximate result of the conduct as alleged within, Plaintiff Donald K. Allen suffered permanent injuries, including, but not limited to, mesothelioma and other lung

damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of facts determines is proper.

- 19. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Donald K. Allen incurred, and will continue to incur, liability for physicians, surgeons, nurse, hospital care, medicine, hospices, x-rays, and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Donald K. Allen's medical treatment is ascertained.
- 20. As further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Donald K. Allen incurred and will continue to incur, loss of profits and commissions, a diminished earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement tis Court and all parties accordingly to conform to proof at the time of trial.
- 21. For the purposes of the claims alleged herein, the Federal Court lacks subject matter jurisdiction over this Action, as there is no federal question and incomplete diversity of citizenship due to the presence of a North Carolina defendant. Venue is proper in the County of Richland. Removal is improper. Every claim arising under the Constitution, treaties, or laws of the United States is expressly disclaimed, including any claim arising from an act or omission by a federal officer on a federal enclave, or of any Officer of the United States or any agency or person acting under him occurring under color of such office. No claim of admiralty or maritime law is raised. Plaintiffs sue no foreign state or agency. By this allegation, Plaintiffs are not disclaiming State law claims arising under State, statutory, decisional, or common law, nor are Plaintiffs disclaiming

claims that stem from exposures on Federal enclaves. Plaintiffs are only disclaiming claims that would be directed at the Federal government and/or Federal officers. Further, the Federal Officer Removal Statute only applies to current federal officers, and Plaintiffs allege no allegations relating to current federal officers and/or actions taken under the direction of current federal officers. Plaintiffs shall seek sanctions, attorneys' fees, and other appropriate relief in the event any Defendant moves to transfer and/or remove this Action to another court without reasonable period of meet and confer relating to same prior to notice of removal and/or transfer of this Action.

THE PARTIES

- 22. Plaintiffs are currently residents of the State of North Carolina. Plaintiff Donald K. Allen was exposed to asbestos during the course of his career at various job sites, located in South Carolina, Florida and various other states throughout the southeastern United States.
- 23. Defendant, ABB INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ABB INC. was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers at numerous jobsites throughout the southeastern United States. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or

contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against ABB INC. arise out of this Defendant's business activities in the State of South Carolina.

- 24. Defendant, ALCAN PRODUCTS CORPORATION, was and is a Texas corporation with its principal place of business in Illinois. At all times material hereto, ALCAN PRODUCTS COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestoscontaining products, materials, equipment, including, but not limited to, asbestos-containing insulated wires and cables at numerous jobsites throughout the southeastern United States. ALCAN PRODUCTS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against ALCAN PRODUCTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 25. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos

and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of the Defendant's business activities in the State of South Carolina.

Defendant. CARRIER CORPORATION, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Carrier air compressors at numerous jobsites throughout the southeastern United States. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 27. Defendant, CATERPILLAR, INC., was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, CATERPILLAR, INC., owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, Caterpillar Facility in Tallahassee, Florida. CATERPILLAR, INC. is sued as a Premises Defendant. Plaintiff's claims against CATERPILLAR, INC. arise out of this Defendant's business activities in the State of South Carolina.
- Defendant, COVIL CORPORATION, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Covil Corporation., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and

distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against COVIL CORPORATION arise out of the Defendant's business activities in the State of South Carolina.

- 29. Defendant, CUMMINS POWER GENERATION, INC. d/b/a CUMMINS ONAN, was and is Delaware corporation with its principal place of business in Indiana. At all times material hereto, CUMMINS POWER GENERATION, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Onan generators at numerous jobsites throughout the southeastern United States. CUMMINS POWER GENERATION, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against CUMMINS POWER GENERATION, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 30. Defendant, **DAVIS MECHANICAL CONTRACTORS, INC.** was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was engaged, directly or indirectly, in

the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of the Defendant's business activities in the State of South Carolina.

31. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Cutler-Hammer electrical products at numerous jobsites throughout the southeastern United States. Further, at all times material hereto, EATON

CORPORATION owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Eaton/ Cutler Hammer Medium voltage facility in Greenwood, South Carolina. EATON CORPORATION is sued as a Product and Premises Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against EATON COMPANY arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **ERICSSON**, **INC**. individually and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ERICSSON, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Anaconda wires at numerous jobsites throughout the southeastern United States. ERICSSON, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at

times relevant to this action. Plaintiffs' claims against ERICSSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 33. Defendant, FLAME REFRACTORIES, INC. was a North Carolina corporation with its principal place of business in Florida. At all times material hereto, FLAME REFRACTORIES, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. FLAME REFRACTORIES, INC. is sued as a Product Defendant. FLAME REFRACTORIES, INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Flame Refractories, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against FLAME REFRACTORIES, INC. arise out of the Defendant's business activities in the State of South Carolina.
- 34. Defendant, **GENERAL CABLE CORPORATION**, was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in

the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Carol wires at numerous jobsites throughout the southeastern United States. GENERAL CABLE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL CABLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **GENERAL CABLE INDUSTRIES**, **INC.**, individually and as successor-in-interest to CAROL CABLE CO. was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE INDUSTRIES, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Carol wires at numerous jobsites throughout the southeastern United States. GENERAL CABLE INDUSTRIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other

activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL CABLE INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, GENERAL ELECTRIC COMPANY, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestoscontaining products, materials, equipment, including, but not limited to, asbestos-containing General Electric wires, cables, and electrical panels at numerous jobsites throughout the southeastern United States. Further, at all times material hereto, GENERAL ELECTRIC COMPANY owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the General Electric Power facility in Greenville, South Carolina. GENERAL ELECTRIC COMPANY is sued as a Product and Premises Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, GOULDS ELECTRONICS INC., individually and as successor-ininterest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal place of business in Ohio. At all times material hereto, GOULDS ELECTRONICS INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing ITE circuit breakers at numerous jobsites throughout the southeastern United States. GOULDS ELECTRONICS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS ELECTRONICS INC. arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **GREAT BARRIER INSULATION CO.** was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the

southeastern United States. GREAT BARRIER INSUALTION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of the Defendant's business activities in the State of South Carolina.

39. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing transite pipe at numerous jobsites throughout the southeastern United States. HAJOCA CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against

HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 40. Defendant, HEAT & FROST INSULATION COMPANY, INC. was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. HEAT & FROST INSUALATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of the Defendant's business activities in the State of South Carolina.
- 41. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, individually and as successor-in-interest to DUREZ CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL

CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Bakelite panels molding compounds and raw asbestos fibers at numerous jobsites throughout the southeastern United States. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **PARAMOUNT GLOBAL**, f/k/a VIACOMCMS INC. f/k/a CBS CORPORATION, a DELAWARE CORPORATION, f/k/a VIACOM INC. successor-by-merger to CBS CORPORATION, a PENNSYLVANIA CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Westinghouse electrical products at numerous

jobsites throughout the southeastern United States. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, PAYNE & KELLER COMPANY f/k/a PAYNE AND KELLER INC., was a Texas corporation with its principal place of business in Texas. At all times material hereto, PAYNE & KELLER COMPANY was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. PAYNE & KELLER COMPANY is sued as a Product Defendant. PAYNE & KELLER COMPANY is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Payne & Keller Company, exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims

against PAYNE & KELLER COMPANY arise out of the Defendant's business activities in the State of South Carolina.

- 44. Defendant, PECW HOLDING COMPANY, f/k/a PLASTICS ENGINEERING COMPANY, was and is a North Carolina corporation with its principal place of business in Florida. At all times material hereto, PECW HOLDING COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing phenolic molding products and raw asbestos fibers to Square D and others at numerous jobsites throughout the southeastern United States. PECW HOLDING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against PECW HOLDING COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 45. Defendant, **PIEDMONT INSULATION, INC.** was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PIEDMONT INSULATION, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. PIEDMONT INSULATION, INC. is sued as a Product Defendant. PIEDMONT INSUALTION, INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Piedmont Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of the Defendant's business activities in the State of South Carolina.

46. Defendant, PLASTICS ENGINEERING COMPANY, d/b/a PLENCO, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing phenolic molding products and raw asbestos fibers to Square D and others at numerous jobsites throughout the southeastern United States. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its

dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against PLASTICS ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 47. Defendant, **PREMIER MAGNESIA**, **LLC**, f/k/a PREMIER CHEMICALS, LLC, individually and as successor-in-interest to BASIC MAGNESIA, INC., was and is a Delaware limited liability company with its principal place of business in North Carolina, owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, Basic Magnesium Processing Plant in Port St. Joe, FL. PREMIER MAGNESIA, LLC is sued as a Premises Defendant. Plaintiff's claims against PREMIER MAGNESIA, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 48. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of

Presnell Insulation Co., Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against PRESNELL INSULATION CO., INC. arise out of the Defendant's business activities in the State of South Carolina.

49. Defendant, RELIANCE ELECTRIC COMPANY, was and is an Ohio corporation with its principal place of business in Delaware. At all times material hereto, RELIANCE ELECTRIC COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestoscontaining products, materials, equipment, including, but not limited to, asbestos-containing motors and other electrical component parts at numerous jobsites throughout the southeastern United States. RELIANCE ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against RELIANCE ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 50. Defendant, REXEL USA, INC., f/k/a REXEL HOLDINGS USA CORP., individually and as successor-in-interest to GENERAL ELECTRIC SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, REXEL USA, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestoscontaining products, materials, equipment, including, but not limited to, asbestos-containing General Electric wires and cables, electrical panels, and other electrical products at numerous jobsites throughout the southeastern United States. REXEL USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against REXELL USA, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 51. Defendant, **ROCKWELL AUTOMATION**, **INC.**, individually and as successor-in-interest to ALLEN-BRADLEY COMPANY LLC f/k/a ROCKWELL INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, ROCKWELL AUTOMATION, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or

retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Allen- Bradley electrical panels and electrical products and Rostone electrical panels and electrical products at numerous jobsites throughout the southeastern United States. ROCKWELL AUTOMATION, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against ROCKWELL AUTOMATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **ROGERS CORPORATION**, was and is a Massachusetts corporation with its principal place of business in Arizona. At all times material hereto, ROGERS CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing thermoset molding compounds at numerous jobsites throughout the southeastern United States. ROGERS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K.

Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against ROGERS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 53. Defendant, RSCC WIRE & CABLE LLC, d/b/a ROCKBESTOS SUPERNANT CABLE CORP., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, RSCC WIRE & CABLE LLC, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Rockbestos wire & cable at numerous jobsites throughout the southeastern United States. RSCC WIRE & CABLE LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against RSCC WIRE & CABLE LLC arise out of this Defendant's business activities in the State of South Carolina.
- 54. Defendant, **SCHNEIDER ELECTRIC USA, INC.**, f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while

engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Square D electrical panels and component parts at numerous jobsites throughout the southeastern United States. Further, at all times material hereto, SCHNEIDER ELECTRIC USA, INC. owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Schneider/Square D facility in Greenville, South Carolina. SCHNEIDER ELECTRIC USA, INC. is sued as a Product and Premises Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **SIEMENS INDUSTRY, INC.**, individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, SIEMENS INDUSTRY, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing ITE circuit breakers at numerous jobsites throughout the southeastern United States. Further, at all times material hereto, SIEMENS INDUSTRY, INC. owned and/or controlled premises at which Plaintiff Donald K. Allen was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Siemens facility in Roebuck, South Carolina. SIEMENS INDUSTRY, INC. is sued as a Product and Premises Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against SIEMENS INDUSTRY, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, SPIRAX SARCO, INC. was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing steam traps and valves at numerous jobsites throughout the southeastern United States. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, STARR DAVIS COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Starr Davis Company, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of the Defendant's business activities in the State of South Carolina.

- 58. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Starr Davis Company, Inc., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of the Defendant's business activities in the State of South Carolina.
- 59. Defendant, **THE OKONITE COMPANY**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, THE OKONITE COMPANY, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing wire & cable at numerous jobsites throughout the southeastern United States. THE OKONITE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE OKONITE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **THERMO-ELECTRIC CO., INC.,** f/k/a THERMO ELECTRIC WIRE & CABLE CO., was and is a New Jersey corporation with its principal place of business in Pennsylvania. At all times material hereto, THERMO-ELECTRIC CO., INC., was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestos-containing products, materials, equipment, including, but not limited to, asbestos-containing Thermo Electric wire & cable at numerous jobsites throughout the southeastern United States. THERMO-ELECTRIC CO., INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury

occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against THERMO-ELECTRIC CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 61. Defendant, UNION CARBIDE CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION, was authorized to do business in the State of South Carolina, and other states at times relevant to this action, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts and/or asbestoscontaining products, materials, equipment, including, but not limited to, asbestos-containing phenolic thermoset molding compounds and Bakelite boards and products at numerous jobsites throughout the southeastern United States. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Donald K. Allen's disease and injury occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 62. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. f/k/a CAROLINA INDUSTRIAL INSULATING CO., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, WIND UP, LTD. was engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation of removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. WIND UP, LTD. is sued as a Product Defendant. WIND UP, LTD. is also sued for the work it did at the various industrial sites on the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Donald K. Allen, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in South Carolina. Plaintiffs' claims against WIND UP, LTD. arise out of the Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

- 63. Plaintiffs bring this section for monetary damages as a result of Plaintiff Donald K. Allen contracting and asbestos-related disease.
- 64. Plaintiff Donald K. Allen was diagnosed with mesothelioma on or about January 17, 2024.
 - 65. There is no cure for the disease mesothelioma.
- 66. Mesothelioma is one of the most painful cancers. The last months of life of mesothelioma patients is often dominated by severe and unremitting pain despite the best efforts to control it, and death usually comes by gradual suffocation.

- 67. Medical science has not found effective therapies for mesothelioma, and most patients do not survive beyond 18 months regardless of treatment.
- 68. The latency period (time between exposure and disease) for mesothelioma is typically between 10 to 80 years for most persons, with the average latency for pleural mesothelioma being approximately 45 years.
- 69. Plaintiff Donald K. Allen's mesothelioma was caused by his exposure to asbestos during the course of his employment.
- 70. During his work history, Plaintiff Donald K. Allen was exposed to Defendants' asbestos-containing products through his work as an electrician and an electric component sales manager for various employers from approximately the 1970s to late 1990s, at various industrial, commercial, and residential jobsites located throughout South Carolina, Florida, and various other states throughout the southeastern United States. From approximately the early 1970s to the late 1970s Plaintiff performed electrical work at various residential, commercial, and industrial jobsites throughout the southeastern United States. Plaintiff performed a variety of tasks throughout the industrial facilities where he worked, which included, but were not limited to, performing installation, demolition, maintenance, repair, preventative maintenance, and upgrades to electrical equipment and distribution systems. On these jobsites, he worked with and around asbestos containing products, including but not limited to wire, cable, electrical components, circuit breakers, motors, pumps, generators, and panel boxes. Further, he worked as a residential and commercial electrician doing new construction, existing service maintenance, upgrades, and renovations, all of which involved pulling wire and cable, installing and removing lighting and electrical fixtures, panel boxes, brakers, generators, motors, and pumps. From approximately the late 1970s to the late 1990s, Plaintiff worked as an electric component sales manager selling

original electrical component parts to various customers located throughout South Carolina and various other states throughout the southeastern United States. Plaintiff's customers included, but are not limited to, ABB, Inc., Carrier, Eaton Electric/Cutler Hammer, General Electric, Reliance Electric, Rockwell/Allen Bradley, Siemens Energy, Square D/Schneider Electric, and Westinghouse. In order to fulfill his customers' demands, Plaintiff traveled to various industrial manufacturing facilities throughout South Carolina and various other states throughout the southeastern United States on a weekly basis. While Plaintiff was at said facilities, he was exposed to asbestos used in the ongoing production processes and to maintain the facilities and equipment throughout the facilities. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 71. During his work history, Plaintiff Donald K. Allen was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and other electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.
- 72. Plaintiff Donald K. Allen was exposed to Defendants' asbestos-containing products through his work as an electrician at the Caterpillar manufacturing facility in Tallahassee, Florida, from approximately the early 1970s to the mid 1970s.
- 73. Plaintiff Donald K. Allen was exposed to Defendants' asbestos-containing products through his work as an electrician at the BASIC MAGNESIA facility in Port St. Joe, Florida, from approximately the early 1970s to the mid 1970s.

- 74. Plaintiff Donald K. Allen was exposed to Defendants' asbestos-containing products through his work as an electric component sales manager at the Eaton/Cutler Hammer manufacturing facility in Greenwood, South Carolina, General Electric Power manufacturing facility in Greenville, South Carolina, Schneider Electric/Square D manufacturing facility in Grenville, South Carolina, and Siemens Industry manufacturing facility in Roebuck, South Carolina from approximately the late 1970s to the late 1990s.
- 75. During the course of Plaintiff Donald K. Allen's employment at the location(s) mentioned above, during other occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 76. Plaintiff Donald K. Allen's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Donald K. Allen's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 77. Plaintiffs were not aware at the time of exposure the asbestos and/or asbestos-containing products present any risk of injury and/or disease.
- 78. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 79. As a direct and proximate result of the conduct as alleged within, Plaintiff Donald K. Allen suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure

to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

80. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Donald K. Allen has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Donald K. Allen's medical treatment is ascertained.

81. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION (Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

- 82. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.
- 83. At all times herein mentioned, each of the named Defendants was an entity and/or successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling,

inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

- 84. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use or instructions for eliminating the health risks inherent in the rise of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, services installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Donald K. Allen and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.
- 85. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Plaintiff Donald K. Allen's mesothelioma, due to an inability of any asbestos-alternative products to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable costs to each of the Defendants and/or their "alternate entities. Said alternatives were of comparable utility to the asbestos or asbestos-containing products of

Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Donald K. Allen. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breach said duty of care.

- 86. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship, and other common carriers, that in the shipping process the products would break, crumble or otherwise be damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft, and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out", and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Donald K. Allen would use or be in proximity to and exposed to said asbestos fibers.
- 87. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Donald K. Allen, Plaintiff's family members or others in their vicinity, as well as failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products

would have, under the same or similar circumstances, adequately warner of the hazards associated with their products.

- 88. Plaintiff Donald K. Allen, Plaintiff's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.
- 89. Plaintiff Donald K. Allen suffers from mesothelioma, a cancer caused by exposure to asbestos and asbestos-containing products. Plaintiff Donald K. Allen were not aware at the time of exposure that asbestos and asbestos-containing products presented any risk of injury of disease.
- 90. Defendants' conduct and defective products as describe in this cause of action were a direct cause of Plaintiff Donald K. Allen's injuries and all damages thereby sustained by Plaintiff Donald K. Allen. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 91. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Donald K. Allen and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Donald K. Allen and others similarly situated.
- 92. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing contracting for installation, repairing, marketing, warranting, rebranding manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured

for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos products, including but not limited to, asbestosis, mesothelioma, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 93. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come into contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for the foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact dud assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.
- 94. The above-referenced conduct of Defendants and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously willing and intended to permit asbestos and asbestos-containing

products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Donald K. Allen.

95. Plaintiff Donald K. Allen and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products was not readily recognizable by Plaintiff Donald K. Allen, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

96. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's offices, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

97. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs' for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et. seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

98. Plaintiffs incorporated herein by reference, as though fully set forth herein, each of the proceeding paragraphs.

- 99. Plaintiff Donald K. Allen suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Donald K. Allen was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 100. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Donald K. All's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 101. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Donald K. Allen, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Donald K. Allen, and others similarly situated.
- 102. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship, and other common carriers, that in the shipping process the products would break, crumble or otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Donald K. Allen, would sue or be in proximity to and exposed to said asbestos fibers.

- 103. Plaintiff Donald K. Allen and others in his vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos, asbestos-containing products, and products manufactured for the foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.
- 104. Defendants and/or their "alternate entities" knew and intended that the abovereference asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 105. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Donald K. Allen's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternated entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm,

and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

- 106. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact cause personal injuries including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Donald K. Allen herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective unsafe and dangerous for use.
- 107. Plaintiff Donald K. Allen and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Donald K. Allen, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Donald K. Allen and others similarly situated were exposed.
- 108. Defendants' defective products as describe above were a direct cause of Plaintiff Donald K. Allen's injuries, and the damages thereby sustained.
- 109. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," each of them, did so with conscious disregard for the safety of Plaintiff Donald K. Allen, and other exposed persons who came in

contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 110. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact exposure was extremely hazardous to health and human life.
- 111. The above-reference conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate

entities" consciously disregarded the safety of "exposed persons" in their spirit of profit and in fact consciously intended to cause injury to Plaintiff Donald K. Allen and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

- 112. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 113. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 114. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or. Portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing warranting, re-branding, manufacturing for others, packaging and advertising for a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondeat Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 115. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the proceeding paragraphs.
- 116. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned maintain, controlled, managed, and/or conducted business activities where Plaintiff Donald K. Allen worked and/or spent times as alleged above.
- 117. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently distributed asbestos-containing materials to which Plaintiff Donald K. Allen was exposed.
- 118. Employees handling and distributing asbestos-containing products in Plaintiff Donald K. Allen's vicinity were the agents and employees of defendants and at all times relevant were subject to the control Defendants with respect to their acts, labor, and work involving (a) removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 119. Employees handling and distributing asbestos-containing products in Plaintiff
 Donald K. Allen's and others' vicinity received monetary compensation from Defendants in

exchange for the work performed and these employees performed and these employees performed the work in the transaction and furtherance Defendant's businesses.

- 120. Harmful asbestos fibers were release during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 121. Once release, the asbestos fibers contaminate the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Donald K. Allen, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be release into the air and inhaled by Plaintiff Donald K. Allen.
- 122. The asbestos and asbestos-containing materials were unsafe in that handling and distributing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.
- 123. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Donald K. Allen.
- 124. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being release into the air and surrounding area. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Donald K. Allen that he was being exposed to asbestos failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.

- 125. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Donald K. Allen.
- 126. Defendants' employees owed Plaintiff Donald K. Allen a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 127. Defendants' employees breach this duty of care as describe above.
- 128. At all times mentioned, Plaintiff Donald K. Allen was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 129. As a direct result of the Defendants' employees conduct, Plaintiff Donald K. Allen's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Donald K. Allen and the damages and injuries as complained of herein by Plaintiffs.
- 130. The risks herein alleged and the resultant damages suffered by the Plaintiff Donald K. Allen were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as describe in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.
- 131. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions

committed by their employees in the course and scope of their work that caused harm to Plaintiff Donald K. Allen.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

- 132. Plaintiffs incorporate by reference, the proceeding paragraphs as if fully set forth herein.
- 133. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Donald K. Allen worked and/or spent time.
- 134. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees distributed those asbestos-containing materials.
- 135. Defendants were negligent in selecting, supplying distributing and distributing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they release asbestos fibers and dust into the air when used which would be inhaled by Plaintiff Donald K. Allen, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Donald K. Allen would be exposed to dangerous asbestos dust beyond the present.
- 136. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos-containing materials by Defendants' employees, as required by their

employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.

- 137. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Donald K. Allen, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 138. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Donald K. Allen was unsafe in that harmful asbestos fibers were release during the use, handling, breaking, or other manipulations of asbestos-containing products and materials, and that once release, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.
- 139. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Donald K. Allen, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.
- 140. At all times herein mentioned, Plaintiff Donald K. Allen was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 141. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from

the workplace and contaminate their family cares and homes, continuously exposing and potentially causing injury to others off the premises.

- 142. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instructs, trains, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Donald K. Allen, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 143. Defendant's duties as alleged herein existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.
- 144. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 145. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Donald K. Allen, of the known hazards associated with asbestos and asbestos-continuing materials they were using and/or distributing.
- 146. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and distributing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their

employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Donald K. Allen became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Donald K. Allen to develop asbestos-related mesothelioma cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

(Negligence *Per Se*)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain pf Defendants, and allege as Follows:

- 147. Plaintiffs incorporate herein by references as though full set forth herein, each of the proceeding paragraphs.
 - 148. The actions of Defendants also constituted negligence *per se*.
- 149. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Donald K. Allen. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal questions. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 150. The negligence *per se* of Defendants was a proximate cause of Plaintiff Donald K. Allen's injuries.

FOR A SIXTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties – S.C. Code Ann. §36-2-314)

As a Sixth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

151. Plaintiffs incorporated herein by reference, as though fully set forth herein, each of the preceding paragraphs.

152. Each of the Defendant and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

153. The implied warranty made by Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Donald K. Allen carried out his duties and was inhaled by Plaintiff Donald K. Allen.

154. As a direct and proximate result of the breach of implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Donald K. Allen was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Donald K. Allen consequently developed mesothelioma, causing Plaintiff to suffer all damages attendant thereto.

FOR A SEVENTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Seventh Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

- 155. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.
- 156. That during, before and after Plaintiff Donald K. Allen's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their

"alternate entities" falsely represent facts, including the dangers of asbestos exposure to Plaintiff Donald K. Allen in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Donald K. Allen. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

- 157. The foregoing representations were material conditions precedent to Plaintiff Donald K. Allen's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Donald K. Allen act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Donald K. Allen was ignorant of the falsity of Defendants' representations and rightfully relief upon the representations.
- 158. As a direct and proximate result Plaintiff Donald K. Allen's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages describe herein.

FOR AN EIGHTH CAUSE OF ACTION (Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Julie Allen Complains of Defendants, and Alleges as Follows:

- 159. Plaintiffs incorporated by reference, the preceding paragraphs, where relevant.
- 160. Plaintiffs Donald K. Allen and Julie Allen were married on December 17, 1975 and at all times relevant to this action were husband and wife.
- 161. Prior to his injuries as alleged, Plaintiff Donald K. Allen was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Donald K. Allen has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof,

Plaintiff Julie Allen was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at the time of trial.

162. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Donald K. Allen as set forth herein, Plaintiff's spouse and co-Plaintiff Julie Allen suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiffs pray judgement against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgement, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof;
- 8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTIFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted, /s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

KASSEL MCVEY ATTORNEYS AT LAW

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and

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jholder@dobslegal.com

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ATTORNEYS FOR PLAINTIFFS

May 21, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
RICHARD R. PELFREY and PATRICIA PELFREY,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket
4520 CORP., INC.) Living Mesothelioma
A. LYNN THOMAS COMPANY, INCORPORATED A.O. SMITH CORPORATION))) SUMMONS)
AIR & LIQUID SYSTEMS CORPORATION	
ALFA LAVAL INC.)
ALFOL, INC.))
AMENTUM ENVIRONMENT & ENERGY, INC.))
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.)
ASCO, L.P.)
ATLAS TURNER INC.)
B & D MARINE AND INDUSTRIAL BOILERS, INC.)))
BADHAM INSULATION COMPANY)
BADHAM INSULATION COMPANY, INC.)
BADHAM INSULATION COMPANY, INC.)
BAHNSON, INC.))

BEATY INVESTMENTS, INC.
BECHTEL CORPORATION
BW/IP INC.
CIL, INC.
CANVAS CT, LLC
CARBOLINE COMPANY
CARRIER CORPORATION)
CARVER PUMP COMPANY
CB&I LAURENS, INC.,
CLARKSON BROTHERS, INCORPORATED
CLYDE UNION INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.
COVIL CORPORATION)
CRANE INSTRUMENTATION &) SAMPLING PFT CORP.
CROSBY VALVE, LLC
CSR PTY LTD
DANIEL INTERNATIONAL) CORPORATION)
DAVIS MECHANICAL CONTRACTORS,) INC.
DCO LLC
FISHER CONTROLS INTERNATIONAL LLC)
FLOWSERVE CORPORATION

FLOWSERVE US INC.)
FLUOR CONSTRUCTORS INTERNATIONAL)))
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)))
FLUOR DANIEL SERVICES CORPORATION)))
FLUOR ENTERPRISES, INC.)
FOSTER WHEELER ENERGY CORPORATION)))
GARDNER DENVER NASH, LLC)
GENERAL BOILER CASING COMPANY, INC.)
GENERAL DYNAMICS CORPORATION)
GENERAL ELECTRIC COMPANY)
THE GOODYEAR TIRE & RUBBER COMPANY)
THE GORMAN-RUPP COMPANY)
GOULDS PUMPS LLC)
GREAT BARRIER INSULATION CO.)
GRINNELL LLC)
HEAT & FROST INSULATION COMPANY, INC.))
HEFCO, INC.)
HENRY PRATT COMPANY, LLC)
HOWDEN NORTH AMERICA INC.)
HPC INDUSTRIAL SERVICES, LLC)
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IMO INDUSTRIES INC.
INDUSTRIAL AND COMMERCIAL) INSULATION, INC.
ITT LLC
J. D. SHIELDS CORPORATION
MCWANE INC.
PARAMOUNT GLOBAL
PFIZER INC.
REDCO CORPORATION
RUST ENGINEERING & CONSTRUCTION) INC.)
RUST INTERNATIONAL INC.
SAINT GOBAIN
SAINT-GOBAIN CORPORATION
SCHNEIDER ELECTRIC SYSTEMS USA INC.
SEQUOIA VENTURES INC.
THE SHERWIN-WILLIAMS COMPANY
SPIRAX SARCO, INC.
STARR DAVIS COMPANY of S.C., INC.
STARR DAVIS COMPANY, INC.
TEACHEY MECHANICAL, INC.
TEACHEY SERVICE COMPANY, INC.
UNIROYAL HOLDING, INC.
UNITED STATES STEEL CORPORATION)
,

VALVES AND CONTROLS US, INC.)
VELAN VALVE CORP.)
VIAD CORP.)
VIKING PUMP, INC.)
VISTRA INTERMEDIATE COMPANY LLC)))
YORK INTERNATIONAL CORPORATION)
ZURN INDUSTRIES, LLC)
ZUUK INTERNATIONAL, INC.)
Defendants.)))
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SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

KASSEL MCVEY ATTORNEYS AT LAW

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and

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ATTORNEYS FOR PLAINTIFFS

November 21, 2024 Columbia, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
RICHARD R. PELFREY and PATRICIA PELFREY,) C/A NO. 2024-CP-40
Plaintiffs, v. 3M COMPANY f/k/a MINNESOTA MINING AND)) In Re:) Asbestos Personal Injury Litigation) Coordinated Docket
MANUFACTURING COMPANY) Living Mesothelioma
4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY A. LYNN THOMAS COMPANY, INCORPORATED))) (COMPLAINT))
A.O. SMITH CORPORATION) (Jury Trial Demanded)
AIR & LIQUID SYSTEMS CORPORATION individually and as successor-in-interest to BUFFALO PUMPS, INC.))))
ALFA LAVAL INC.))
ALFOL, INC.)
AMENTUM ENVIRONMENT & ENERGY, INC. f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC.))))))
ANCHOR/DARLING VALVE COMPANY)
ARMSTRONG INTERNATIONAL, INC.))
ASCO, L.P. f/k/a ASCO VALVE, INC.))
ATLAS TURNER INC. f/k/a ATLAS ASBESTOS COMPANY LTD.))

B & D MARINE AND INDUSTRIAL BOILERS, INC. f/k/a B & D INDUSTRIAL BOILERS INC.)
BADHAM INSULATION COMPANY f/k/a ARMOR INSULATING CO.)
BADHAM INSULATION COMPANY, INC. f/k/a ARMOR INSULATING CO. (a Delaware)))
Corporation) BADHAM INSULATION COMPANY, INC. f/k/a ARMOR INSULATING CO. (an Alabama Corporation))))))
BAHNSON, INC.)
BEATY INVESTMENTS, INC. f/k/a GUY M. BEATY & CO.)
BECHTEL CORPORATION)
BW/IP INC. and its wholly-owned subsidiaries)))
C I L, INC. f/k/a CLARKSON BROTHERS, INCORPORATED)))
CANVAS CT, LLC f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY))))
CARBOLINE COMPANY)
CARRIER CORPORATION)
CARVER PUMP COMPANY)
CB&I LAURENS, INC.,)
CLARKSON BROTHERS, INCORPORATED a/k/a C I L, INC.)))
CLYDE UNION INC.)

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CONSOLIDATED ELECTRICAL)
DISTRIBUTORS, INC.)
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INC. f/k/a HOKE INC.)
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DAVIS MECHANICAL CONTRACTORS,)
INC.)
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DCO LLC)
Individually and as successor-in-interest to)
VICTOR GASKET MANUFACTURING)
COMPANY)
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FISHER CONTROLS INTERNATIONAL)
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FLOWSERVE CORPORATION	, \
f/k/a THE DURIRON COMPANY INC.	<i>)</i>
I/K/a THE DUKIKON COMPANT INC.	,
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FLOWSERVE US INC.)
individually and as successor-in-interest to)
EDWARD VALVES, INC., and ROCKWELL)
MANUFACTURING COMPANY)
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FLUOR CONSTRUCTORS)
INTERNATIONAL)
f/k/a FLUOR CORPORATION)

FLUOR CONSTRUCTORS INTERNATIONAL, INC.))))
FLUOR DANIEL SERVICES CORPORATION)))
FLUOR ENTERPRISES, INC.))
FOSTER WHEELER ENERGY CORPORATION)))
GARDNER DENVER NASH, LLC individually and as successor-in-interest to THE NASH ENGINEERING COMPANY))))
GENERAL BOILER CASING COMPANY, INC.)))
GENERAL DYNAMICS CORPORATION individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.)))))
GENERAL ELECTRIC COMPANY))
THE GOODYEAR TIRE & RUBBER COMPANY)))
THE GORMAN-RUPP COMPANY)
GOULDS PUMPS LLC f/k/a GOULDS PUMPS INC.)))
GREAT BARRIER INSULATION CO.)
GRINNELL LLC d/b/a GRINNELL CORPORATION)))
HEAT & FROST INSULATION COMPANY, INC.)))
HEFCO, INC.))
HENRY PRATT COMPANY, LLC a subsidiary of MUELLER CO. LLC, d/b/a HENRY PRATT COMPANY))))

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HOWDEN NORTH AMERICA INC.	<i>,</i>
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f/k/a HOWDEN BUFFALO, INC. individually)
and as successor-in-interest to BUFFALO)
FORGE COMPANY	<i>'</i>
FORUE COMPANI)
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HPC INDUSTRIAL SERVICES, LLC)
f/k/a CLEAN HARBORS INDUSTRIAL	<i>'</i>
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SERVICES INC. solely in its capacity as the)
successor-by-merger and name change to)
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INDUSTRIAL AND COMMERCIAL	ĺ
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HOFFMAN SPECIALTY MFG. CORP., BELL)
& GOSSETT COMPANY, ITT MARLOW, and	ĺ
KENNEDY VALVE COMPANY	<i>,</i>
KENNEDY VALVE COMPANY)
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J. D. SHIELDS CORPORATION)
a/k/a SHIELDS, INC., a/k/a SHIELDS-HAYES	ĺ
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INSULATION COMPANY, INC. MCWANE INC.)
MCWANE INC.)
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MCWANE INC. on behalf of its Kennedy Valve Division)
MCWANE INC.)))))
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL)))))))
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS))))))))
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a	, , , , , , , , , , , , , , , , , , ,
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a))))))))))))))))))))
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation,	, , , , , , , , , , , , , , , , , , ,
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation,	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION	
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MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION PFIZER INC.	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION PFIZER INC. REDCO CORPORATION	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION PFIZER INC.	
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MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION PFIZER INC. REDCO CORPORATION f/k/a CRANE CO. RUST ENGINEERING & CONSTRUCTION	
MCWANE INC. on behalf of its Kennedy Valve Division PARAMOUNT GLOBAL f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION PFIZER INC. REDCO CORPORATION f/k/a CRANE CO.	

SIRRINE ENVIRONMENTAL CONSULTANTS, INC.)
RUST INTERNATIONAL INC. individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.	1 1 1 1 1
SAINT GOBAIN)
SAINT-GOBAIN CORPORATION)
SCHNEIDER ELECTRIC SYSTEMS USA INC. f/k/a INVENSYS SYSTEMS, INC.)))
SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION)),
THE SHERWIN-WILLIAMS COMPANY)
SPIRAX SARCO, INC.)
STARR DAVIS COMPANY of S.C., INC.)
STARR DAVIS COMPANY, INC.)
TEACHEY MECHANICAL, INC.)
TEACHEY SERVICE COMPANY, INC. individually and as successor-in-interest to TEACHEY MECHANICAL, INC.	, , ,
UNIROYAL HOLDING, INC. f/k/a U.S. RUBBER COMPANY, INC.)
,	
UNITED STATES STEEL CORPORATION Individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY))))
UNITED STATES STEEL CORPORATION Individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC.)))))))) .
UNITED STATES STEEL CORPORATION Individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY VALVES AND CONTROLS US, INC. f/k/a WEIR VALVES & CONTROLS USA	

f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY)
VIKING PUMP, INC.)
VISTRA INTERMEDIATE COMPANY LLC)
individually and as successor-in-interest to CRSS INC.)
YORK INTERNATIONAL CORPORATION)
ZURN INDUSTRIES, LLC Individually and as successor-in-interest to ZURN INDUSTRIES, INC.)
ZUUK INTERNATIONAL, INC. individually and as successor-in-interest to B & D MARINE AND INDUSTRIAL BOILERS, INC., and d/b/a B & D BOILERS INC. and MARINE DIESEL INC.)
Defendants.	

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, RICHARD R. PELFREY and PATRICIA PELFREY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

- 1. Plaintiff Richard R. Pelfrey has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. Plaintiff's exposure occurred during the course of his employment with and around asbestos-containing products.
 - 2. Mesothelioma is an incredibly painful, terminal and incurable disease.
- 3. "Latency" is the amount of time between the first exposure to asbestos and the time when disease becomes clinically apparent. The latency period from Plaintiff's prolonged exposures to asbestos and/or asbestos-containing products to his diagnosis of mesothelioma is between ten and eighty years. As such, Mr. Pelfrey's life expectancy has been diminished from between six to eighteen months from his date of diagnosis.
- 4. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina.
- This Court has general consent jurisdiction over Defendants based on the South Carolina business registration statute.

- 6. This Court further has specific jurisdiction over every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 7. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 8. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.
- 9. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.
- 10. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Richard R. Pelfrey experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his and/or their immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Plaintiff Richard R. Pelfrey as a builder/carpenter, insulator and supervisor of builders and insulators on to Defendants' premises to perform construction work for Defendants' benefit. Plaintiff was an invitee who had express permission to enter Defendants' premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Richard R. Pelfrey's mesothelioma.
- 11. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Richard R. Pelfrey experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."
- 12. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.
- 13. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and other states at times relevant to this action, and the purchase and use of asbestos-containing products on their premises located in South Carolina and other states at times relevant to this action, and/or

contracting with contractors of Plaintiff Richard R. Pelfrey in South Carolina and other states at times relevant to this action for Plaintiff and others to cross state lines to work on Defendant's premises.

- 14. Plaintiffs' claims against the Design Defendants, as defined herein, arise out of Defendants', and/or Defendants' employees', direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Richard R. Pelfrey experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.
- 15. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Richard R. Pelfrey to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.
- 16. Plaintiff Richard R. Pelfrey's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 17. Plaintiff Richard R. Pelfrey was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.
- 18. Plaintiff Richard R. Pelfrey worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

19. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AMENTUM ENVIRONMENT & ENERGY, INC.	AECOM ENERGY & CONSTRUCTION, INC., YEARGIN CONSTRUCTION COMPANY, INC. and IMPAC, INC.
ASCO, L.P.	ASCO VALVE, INC.
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
B & D MARINE AND INDUSTRIAL BOILERS, INC.	B & D INDUSTRIAL BOILERS INC.

DEFENDANT	ALTERNATE ENTITY
BADHAM INSULATION COMPANY	ARMOR INSULATING CO.
BADHAM INSULATION COMPANY, INC.	ARMOR INSULATING CO. (a Delaware corporation)
BADHAM INSULATION COMPANY, INC.	ARMOUR INSULTING CO. (an Alabama corporation)
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BW/IP INC.	its wholly owned subsidiaries
C I L, INC.	CLARKSON BROTHERS, INCORPORATED
CANVAS CT, LLC	SPX COOLING TECHNOLOGIES LLC and MARLEY COOLING TOWER COMPANY
CLARKSON BROTHERS, INCORPORATED	C I L, INC.
CLYDE UNION INC.	UNION PUMP COMPANY
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	CED and MILL-POWER SUPPLY COMPANY
CRANE INSTRUMENTATION & SAMPLING PFT CORP.	CRANE INSTRUMENTATION & SAMPLING, INC., CIRCOR INSTRUMENTATION TECHNOLOGIES, INC., and HOKE INC.
CSR PTY LTD	CSR LIMITED and THE COLONIAL SUGAR REFINING COMPANY LIMITED
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
FLOWSERVE CORPORATION	THE DURION COMPANY INC.

DEFENDANT	ALTERNATE ENTITY
FLOWSERVE US INC.	EDWARD VALVES INC., and ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GENERAL DYNAMICS CORPORATION	ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC.
GOULDS PUMPS LLC	GOULDS PUMPS INC.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	MUELLER CO. LLC and HENRY PRATT COMPANY
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO, INC., and BUFFALO FORGE COMPANY
HPC INDUSTRIAL SERVICES, LLC	CLEAN HARBORS INDUSTRIAL SERVICES INC. and BRAND INSULATIONS, INC.
ITT LLC	ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
J. D. SHIELDS CORPORATION	SHIELDS, INC. and SHIELDS-HAYES INSULATION COMPANY, INC.
MCWANE INC.	KENNEDY VALVE
PARAMOUNT GLOBAL	VIACOMCBS, INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation,

DEFENDANT	ALTERNATE ENTITY
	WESTINGHOUSE ELECTRIC CORPORATION
REDCO CORPORATION	CRANE CO.
RUST ENGINEERING & CONSTRUCTION INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	INVENSYS SYSTEMS, INC.
SEQUOIA VENTURES INC.	BECHTEL CORPORATION
TEACHEY SERVICE COMPANY, INC.	TEACHEY MECHANICAL, INC.
UNIROYAL HOLDING, INC.	U.S. RUBBER COMPANY, INC.
UNITED STATES STEEL CORPORATION	AMERICAN STEEL & WIRE COMPANY
VALVES AND CONTROLS US, INC.	WEIR VALVES & CONTROLS USA INC. and ATWOOD & MORRILL CO., INC.
VIAD CORP.	THE DIAL CORPORATION and GRISCOM-RUSSELL COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
ZURN INDUSTRIES, LLC	ZURN INDUSTRIES, INC.
ZUUK INTERNATIONAL, INC.	B & D MARINE AND INDUSTRIAL BOILERS, INC., B & D BOILERS INC. and MARINE DIESEL INC.

- 20. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.
- 21. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 22. As a direct and proximate result of the conduct as alleged within, Plaintiff Richard R. Pelfrey suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 23. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Richard R. Pelfrey incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff Richard R. Pelfrey's medical treatment is ascertained.
- 24. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Richard R. Pelfrey incurred, and will continue to incur, loss of profits and commissions,

a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

25. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Army service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiff Richard R. Pelfrey's United States Army service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiff Richard R. Pelfrey's presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

- 26. Plaintiffs are currently residents of the State of South Carolina. Plaintiff Richard R. Pelfrey was exposed to asbestos during the course of his career at various job sites, primarily located in South Carolina and North Carolina.
- 27. Defendant, **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products, present at numerous jobsites in South Carolina and other states at times relevant to this action. 3M COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of

asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, A. LYNN THOMAS COMPANY, INCORPORATED, was a Virginia corporation with its principal place of business in Virginia. At all times material hereto, A. LYNN THOMAS COMPANY, INCORPORATED was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. A. LYNN THOMAS COMPANY, INCORPORATED is sued as a Product Defendant. A. LYNN THOMAS COMPANY, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of A. Lynn Thomas Company, Incorporated, exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard

- R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A. LYNN THOMAS COMPANY, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.
- 30. Defendant, A.O. SMITH CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A.O. SMITH CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing A.O. Smith boilers, heaters and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. A.O. SMITH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against A.O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 31. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, ALFA LAVAL INC., was and is a New Jersey corporation with its principal place of business in Virginia. At all times material hereto, ALFA LAVAL INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Sharples asbestos-containing oil purifier equipment and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ALFA LAVAL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ALFA LAVAL INC. arise out of this Defendant's business activities in the State of South Carolina.

- 33. Defendant, ALFOL, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ALFOL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. ALFOL, INC. is sued as a Product Defendant. ALFOL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Alfol, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ALFOL, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 34. Defendant, **AMENTUM ENVIRONMENT & ENERGY, INC.**, f/k/a AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC. successor-in-interest to IMPAC, INC., was and is an Ohio

corporation with its principal place of business in Ohio. At all times material hereto, AMENTUM ENVIRONMENT & ENERGY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. AMENTUM ENVIRONMENT & ENERGY, INC. is sued as a Product Defendant. AMENTUM ENVIRONMENT & ENERGY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against AMENTUM ENVIRONMENT & ENERGY, INC. arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **ANCHOR/DARLING VALVE COMPANY**, was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing Darling valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ANCHOR/DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

orporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing Armstrong steam traps, strainers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs'

claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 37. Defendant, **ASCO**, **L.P.** f/k/a ASCO VALVE, INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, ASCO, L.P. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including but not limited to, asbestos-containing ASCO valves, present at numerous jobsites in South Carolina. ASCO, L.P. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ASCO, L.P. arise out of this Defendant's business activities in the State of South Carolina.
- 38. Defendant, **ATLAS TURNER, INC.**, f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a corporation organized and existing under the laws of the country of Canada, with its principal place of business in Canada. At all times material hereto, ATLAS TURNER, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous

jobsites in South Carolina and other states at times relevant to this action. ATLAS TURNER, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, B & D MARINE AND INDUSTRIAL BOILERS, INC., f/k/a B & D INDUSTRIAL BOILERS INC., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, B & D MARINE AND INDUSTRIAL BOILERS, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. B & D MARINE AND INDUSTRIAL BOILERS, INC. is sued as a Product Defendant. B & D MARINE AND INDUSTRIAL BOILERS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of B & D Marine and Industrial Boilers, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products,

actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against B & D MARINE AND INDUSTRIAL BOILERS, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **BADHAM** INSULATION COMPANY. ARMOR INSULATING CO., was an Alabama corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BADHAM INSULATION COMPANY is sued as a Product Defendant. BADHAM INSULATION COMPANY is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BADHAM INSULATION COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 41. Defendant, BADHAM INSULATION COMPANY, INC., f/k/a ARMOR INSULATING CO. (a Delaware corporation), was a Delaware corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BADHAM INSULATION COMPANY, INC. is sued as a Product Defendant. BADHAM INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BADHAM INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 42. Defendant, **BADHAM INSULATION COMPANY**, **INC.**, f/k/a ARMOR INSULATING CO. (an Alabama corporation), was an Alabama corporation with its principal place of business in Alabama. At all times material hereto, BADHAM INSULATION COMPANY, INC.

was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BADHAM INSULATION COMPANY, INC. is sued as a Product Defendant. BADHAM INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Badham Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BADHAM INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **BAHNSON**, **INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **BEATY INVESTMENTS, INC.**, f/k/a GUY M. BEATY & CO., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BEATY INVESTMENTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BEATY INVESTMENTS, INC. is sued as a Product Defendant. BEATY INVESTMENTS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Beaty Investments, Inc.,

exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Corporation.

- 46. Defendant, BW/IP INC. and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. BW/IP INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.
- 47. Defendant, C I L, INC., f/k/a CLARKSON BROTHERS, INCORPORATED, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, C I L, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and

removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. C I L, INC. is sued as a Product Defendant. C I L, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of C I L, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against C I L, INC. arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, CANVAS CT, LLC, f/k/a SPX COOLING TECHNOLOGIES LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, was and is a Delaware limited liability company with its principal place of business in Kansas. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CANVAS CT, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CANVAS CT, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 49 Defendant, CARBOLINE COMPANY, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing coatings and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARBOLINE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 50. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier heat exchangers and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARRIER CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, CARVER PUMP COMPANY, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CARVER PUMP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

- 52. Defendant, CB&I LAURENS, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CB&I LAURENS, INC. was while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves and Fulton Sylphon valves, present at numerous jobsites in South Carolina and other states at times relevant to this action. CB&I LAURENS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CB&I LAURENS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 53. Defendant, **CLARKSON BROTHERS, INCORPORATED**, a/k/a C I L, Inc., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CLARKSON BROTHERS, INCORPORATED was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment,

present at numerous jobsites throughout the southeastern United States. CLARKSON BROTHERS, INCORPORATED is sued as a Product Defendant. CLARKSON BROTHERS, INCORPORATED is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Clarkson Brothers, Incorporated, exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CLARKSON BROTHERS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **CLYDE UNION INC.**, f/k/a UNION PUMP COMPANY, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, CLYDE UNION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Union pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CLYDE UNION INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CLYDE UNION INC. arise out of this Defendant's business activities in the State of South Carolina.

- 55. Defendant, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC., d/b/a CED, individually and as successor-in-interest to MILL-POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, supplying asbestos-containing materials to Duke Energy powerhouses. Mr. Pelfrey worked at Duke Energy powerhouses located in South Carolina and other states at times relevant to this action. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 56. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION was engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **CRANE INSTRUMENATION & SAMPLING PFT CORP.**, f/k/a CRANE INSTRUMENTATION & SAMPLING, INC. f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a Delaware Corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING PFT CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hoke valves and associated asbestos

materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CRANE INSTRUMENTATION & SAMPLING PFT CORP. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CRANE INSTUMENTATION & SAMPLING PFT CORP. arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, CROSBY VALVE, LLC, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 59. Defendant, CSR PTY LTD, f/k/a CSR LIMITED f/k/a THE COLONIAL SUGAR REFINING COMPANY LIMITED, was and is a corporation organized and existing under the laws of the country of Australia, with its principal place of business in Australia. At all times material hereto, CSR PTY LTD was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. CSR PTY LTD is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against CSR PTY LTD arise out of this Defendant's business activities in the State of South Carolina.
- Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous

iobsites United DANIEL throughout the southeastern States. INTERNATIONAL **CORPORATION** is sued Product Defendant. DANIEL INTERNATIONAL as a CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

Carolina corporation with its principal place of business in North Carolina. At all times material hereto, DAVIS MECHANICAL CONTRACTORS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. DAVIS MECHANICAL CONTRACTORS, INC. is sued as a Product Defendant. DAVIS MECHANICAL CONTRACTORS, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff

Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 62. Defendant, DCO LLC, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY, was and is a Virginia limited liability company with its principal place of business in Tennessee. At all times material hereto, DCO LLC, was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment, including, but not limited to, asbestos-containing Victor gaskets and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. DCO, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against DCO, LLC arise out of this Defendant's business activities in the State of South Carolina.
- 63. Defendant, **FISHER CONTROLS INTERNATIONAL LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times

material hereto, FISHER CONTROLS INTERNATIONAL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **FLOWSERVE CORPORATION** f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Duriron pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. FLOWSERVE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the

State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 65. Defendant, FLOWSERVE US INC., individually and as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Rockwell valves, and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.
- 66. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas.

At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, **INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product

Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

69 Defendant, FLUOR ENTERPRISES, INC., was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 70. Defendant, FOSTER WHEELER ENERGY CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of South Carolina, and North Carolina, while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Foster Wheeler boilers and cooling towers, present at numerous jobsites in South Carolina and North Carolina. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and North Carolina. Plaintiffs' claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 71. Defendant, **GARDNER DENVER NASH**, **LLC**, individually and as successor-in-interest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC, was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL BOILER CASING COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment at numerous jobsites throughout the southeastern United States. GENERAL BOILER CASING COMPANY, INC. is sued as a Product Defendant. GENERAL BOILER CASING COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of General

Boiler Casing Company, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GENERAL BOILER CASING COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, GENERAL DYNAMICS CORPORATION, individually and as successor-in-interest to ASBESTOS CORPORATION LIMITED and ATLAS TURNER INC., was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, GENERAL DYNAMICS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. GENERAL DYNAMICS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims

against GENERAL DYNAMICS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- Defendant, Defendant, GENERAL ELECTRIC COMPANY, was and is a New 74. York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric turbines and related asbestos-containing materials, present at numerous jobsites in South Carolina and other states. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, Cranite gaskets, Durabla gaskets, and associated asbestos

materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP COMPANY was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gorman-Rupp pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE

GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina

77. Defendant, GOULDS PUMPS LLC, f/k/a GOULDS PUMPS INC., was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GOULDS PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials,

including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

Defendant, **GRINNELL LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. GRINNELL LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to

cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against GRINNELL LLC arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, HEAT & FROST INSULATION COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

- 81. Defendant, **HEFCO**, **INC**., was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HEFCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HEFCO, INC. is sued as a Product Defendant. HEFCO, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Hefco, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HEFCO, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 82. Defendant, **HENRY PRATT COMPANY**, **LLC**, a subsidiary of MUELLER CO. LLC, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, asbestos-containing Pratt valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and

other states at times relevant to this action. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, HPC INDUSTRIAL SERVICES, LLC f/k/a CLEAN HARBORS INDUSTRIAL SERVICES INC. solely in its capacity as the successor-by-merger and name change to BRAND INSULATIONS, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, HPC INDUSTRIAL SERVICES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. HPC INDUSTRIAL SERVICES, LLC is sued as a Product Defendant. HPC INDUSTRIAL SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against HPC INDUSTRIAL SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

- 85. Defendant, IMO INDUSTRIES INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. IMO INDUSTRIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.
- North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, INDUSTRIAL AND COMMERCIAL INSULATION, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites

throughout the southeastern United States. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is sued as a Product Defendant. INDUSTRIAL AND COMMERCIAL INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Industrial and Commercial Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against INDUSTRIAL AND COMMERCIAL INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, ITT LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL & GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in Connecticut. At all times material hereto, ITT LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps and valves, Kennedy valves, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina,

including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

88. Defendant, J. D. SHIELDS CORPORATION, a/k/a SHIELDS, INC. a/k/a SHIELDS-HAYES INSULATION COMPANY, INC., was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. D. SHIELDS CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. J. D. SHIELDS CORPORATION is sued as a Product Defendant. J. D. SHIELDS CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. D. Shields Corporation, exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina

and other states at times relevant to this action. Plaintiffs' claims against J. D. SHIELDS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

- 89. Defendant, MCWANE INC. on behalf of its Kennedy Valve Division, was and is a Delaware corporation with its principal place of business in Alabama. At all times material hereto, MCWANE INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kennedy valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. MCWANE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against MCWANE INC. arise out of this Defendant's business activities in the State of South Carolina.
- 90. Defendant, **PARAMOUNT GLOBAL**, f/k/a VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers and Westinghouse turbines and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. PARAMOUNT GLOBAL is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, **PFIZER INC**. was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PFIZER INC. was and is authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. PFIZER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of

South Carolina and other states at times relevant to this action. Plaintiffs' claims against PFIZER INC. arise out of this Defendant's business activities in the State of South Carolina.

- 92. Defendant, **REDCO CORPORATION**, f/k/a CRANE CO., was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, REDCO CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. REDCO CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against REDCO CORPORATION arise out of this Defendant's business activities in the State of South Carolina.
- 93. Defendant, **RUST ENGINEERING & CONSTRUCTION INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment present at numerous jobsites in South Carolina and other states at times relevant to this action. RUST ENGINEERING & CONSTRUCTION INC. is sued as both a Product and Design Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION INC. arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, RUST INTERNATIONAL INC., individually and as successor-ininterest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware
corporation with its principal place of business in Texas. At all times material hereto, RUST
INTERNATIONAL INC. was authorized to do business in the State of South Carolina while
engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,
importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or
retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or
equipment, including, but not limited to, the design of facilities that included the use of asbestoscontaining materials, and the installation and removal of asbestos-containing materials, including
but not limited to gaskets, packing, insulation and other asbestos materials on piping and
equipment present at numerous jobsites in South Carolina and other states at times relevant to this
action. RUST INTERNATIONAL INC. is sued as both a Product and Design Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

- 95. Defendant, SAINT GOBAIN, was and is a corporation organized and existing under the laws of the country of France, with its principal place of business in France. At all times material hereto, SAINT GOBAIN was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. SAINT GOBAIN is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SAINT GOBAIN arise out of this Defendant's business activities in the State of South Carolina.
- 96. Defendant, **SAINT-GOBAIN CORPORATION**, was and is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal

place of business in the Commonwealth of Pennsylvania. At all times material hereto, SAINT-GOBAIN CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and products resulting from use of the fiber, present at numerous jobsites in South Carolina and other states at times relevant to this action. SAINT-GOBAIN CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SAINT-GOBAIN CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

97. Defendant, **SCHNEIDER ELECTRIC SYSTEMS USA, INC.**, f/k/a Invensys Systems, Inc. was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves, Fulton Sylphon valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

98. Defendant, **SEQUOIA VENTURES INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES INC. is sued as a Product Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims

against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of South Carolina.

- 99. Defendant, THE SHERWIN-WILLIAMS COMPANY, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE SHERWIN-WILLIAMS COMPANY was and is authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos containing paints and joint compounds, present at numerous jobsites in South Carolina and other states at times relevant to this action. THE SHERWIN-WILLIAMS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against THE SHERWIN-WILLIAMS COMPANY arise out of this Defendant's business activities in the State of South Carolina.
- 100. Defendant, **SPIRAX SARCO**, **INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing steam traps and valves, and associated asbestos materials,

present at numerous jobsites in South Carolina and other states at times relevant to this action. SPIRAX SARCO, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

101. Defendant, STARR DAVIS COMPANY OF S.C., INC., was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities,

which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

- 102. Defendant, STARR DAVIS COMPANY, INC. was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.
- 103. Defendant, **TEACHEY MECHANICAL**, **INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, TEACHEY

MECHANICAL, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. TEACHEY MECHANICAL, INC. is sued as a Product Defendant. TEACHEY MECHANICAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Teachey Mechanical, Inc., exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against TEACHEY MECHANICAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

104. Defendant, **TEACHEY SERVICE COMPANY**, **INC.**, individually and as successor-in-interest to TEACHEY MECHANICAL, INC., was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, TEACHEY SERVICE COMPANY, INC. was engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation

and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites throughout the southeastern United States. TEACHEY SERVICE COMPANY, INC. is sued as a Product Defendant. TEACHEY SERVICE COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against TEACHEY SERVICE COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

105. Defendant, UNIROYAL HOLDING, INC., f/k/a U.S. RUBBER COMPANY, INC. was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing cloths and blankets and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities,

which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.

106. Defendant, UNITED STATES STEEL CORPORATION, individually and as successor-in-interest to AMERICAN STEEL & WIRE COMPANY was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, UNITED STATES STEEL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing pressure valves and associated asbestos materials, present at numerous jobsites in South Carolina and other states at times relevant to this action. UNITED STATES STEEL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against UNITED STATES STEEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, **VALVES AND CONTROLS US, INC.**, f/k/a WEIR VALVES & CONTROLS USA INC. d/b/a ATWOOD & MORRILL CO., INC., was and is a Texas corporation with its principal place of business in Oregon. At all times material hereto, VALVES AND

CONTROLS US, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves, present at numerous jobsites in South Carolina. VALVES AND CONTROLS US, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against VALVES AND CONTROLS US, INC. arise out of this Defendant's business activities in the State of South Carolina.

108. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan steam traps and valves, present at numerous jobsites in South Carolina. VELAN VALVE CORP. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina.

Plaintiffs' claims against VELAN VALVE CORP arise out of this Defendant's business activities in the State of South Carolina.

Defendant, VIAD CORP, f/k/a THE DIAL CORPORATION, individually and as 109. successor-in-interest to GRISCOM-RUSSELL COMPANY, was and is a Delaware corporation with its principal place of business in Arizona. At all times material hereto, VIAD CORP was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestoscontaining Griscom-Russell distilling plants, fuel oil heaters, feed water heaters, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. VIAD CORP is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

110. Defendant, **VIKING PUMP, INC.**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing Viking pumps, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability corporation with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing materials, including but not limited to gaskets, packing, insulation and other asbestos materials on piping and equipment, present at numerous jobsites in South Carolina and other states at times relevant to this action. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in South Carolina and other states at times relevant to this action. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

112. Defendant, YORK INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York chillers and compressors, and associated asbestos materials and components, present at numerous jobsites in South Carolina and other states at times relevant to this action. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

113. Defendant, **ZURN INDUSTRIES, LLC**, Individually and as successor-in-interest to ZURN INDUSTRIES, INC. was and is a Delaware limited liability company with its principal

place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers and boiler accessories, present at numerous jobsites in South Carolina. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

114. Defendant, **ZUUK INTERNATIONAL**, **INC.**, individually and as successor-ininterest to B & D MARINE AND INDUSTRIAL BOILERS, INC., and d/b/a B & D BOILERS
INC. and MARINE DIESEL INC., was and is a South Carolina corporation with its principal place
of business in South Carolina. At all times material hereto, ZUUK INTERNATIONAL, INC. was
engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,
importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or
retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or
equipment, including, but not limited to, the installation and removal of asbestos-containing
materials, including but not limited to gaskets, packing, insulation and other asbestos materials on
piping and equipment, present at numerous jobsites throughout the southeastern United States.

ZUUK INTERNATIONAL, INC. is sued as a Product Defendant. ZUUK INTERNATIONAL,

INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Richard R. Pelfrey, to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Richard R. Pelfrey's disease and injury, occurred in the State of South Carolina and other states at times relevant to this action. Plaintiffs' claims against ZUUK INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

115. All other Defendants, or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

- 116. Plaintiffs bring this action for monetary damages as a result of Plaintiff Richard R. Pelfrey contracting an asbestos-related disease.
- 117. Plaintiff Richard R. Pelfrey was diagnosed with mesothelioma on or about September 17, 2024.
- 118. Plaintiff Richard R. Pelfrey's mesothelioma was caused by his exposure to asbestos during the course of his employment.

- 119. During his work history, Plaintiff Richard R. Pelfrey was exposed to Defendants' asbestos-containing products through his work as a Builder, Carpenter, Supervisor of Insulators and Builders, and Insulator for Duke Power Company from approximately the late 1960s to 1999, at various Duke Power Plants located in South Carolina and North Carolina, including but not limited to the following:
 - Oconee Nuclear Station Seneca, SC
 - McGuire Nuclear Plant Charlotte, NC
 - Catawba Nuclear Station York, SC
 - Lee Steam Station Williamston, SC
- 120. Throughout his career, Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but not limited to, erected and tore down scaffolding used by many trades and covered in asbestos insulation and asbestos insulation fibers, stacked asbestos blankets from scaffolding, cleaned work areas covered in asbestos fibers. Plaintiff also supervised and directed a team of workers erecting and tearing down scaffolding used by many trades and covered in asbestos insulation and insulation fibers. Plaintiff received company training and worked as a certified insulator and performed duties, including but not limited to, the installation and/or removal of asbestos-containing materials. All of these activities exposed Plaintiff to asbestos and asbestos-dust and fibers.
- 121. During his work history, Plaintiff Richard R. Pelfrey was further exposed through his work around other trades including welders, carpenters, mechanics, pipefitters, millwrights, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe, block, cement, insulation, generators, motors, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, repairing, installing and removing asbestos-containing insulation, materials and other products. All of these activities exposed Plaintiff to asbestos dust and fibers.

- 122. During the course of Plaintiff Richard R. Pelfrey's employment at the location(s) mentioned above, during other occupational work projects and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.
- 123. Plaintiff Richard R. Pelfrey's cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Plaintiff Richard R. Pelfrey's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.
- 124. Plaintiffs were not aware at the time of exposure that asbestos and/or asbestos-containing products presented any risk of injury and/or disease.
- 125. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestoscontaining products over a period of time.
- 126. As a direct and proximate result of the conduct as alleged within, Plaintiff Richard R. Pelfrey suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.
- 127. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Richard R. Pelfrey has incurred, and will continue to incur, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement

this Court and all parties accordingly when the true and exact cost of Plaintiff Richard R. Pelfrey's medical treatment is ascertained.

128. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs have incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FOR A FIRST CAUSE OF ACTION (Product Liability: Negligence)

Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:

- 129. Plaintiffs incorporate herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.
- 130. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.
- 131. At all times herein mentioned, Defendants, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,

modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Plaintiff Richard R. Pelfrey and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

132. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Richard R. Pelfrey's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Richard

- R. Pelfrey. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.
- 133. Defendants, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Richard R. Pelfrey would use or be in proximity to and exposed to said asbestos fibers.
- 134. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiff Richard R. Pelfrey, or others in his vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.
- 135. Plaintiff Richard R. Pelfrey, and others in his vicinity used, handled or was otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

- 136. Plaintiff Richard R. Pelfrey suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Richard R. Pelfrey was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.
- 137. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Richard R. Pelfrey's injuries, and all damages thereby sustained by Plaintiff Richard R. Pelfrey. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.
- 138. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Richard R. Pelfrey and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Richard R. Pelfrey and others similarly situated.
- 139. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, and other lung damages. This

knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- 140. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestoscontaining products, had no knowledge or information indicating that asbestos, asbestoscontaining products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants, and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestoscontaining products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.
- 141. The above-referenced conduct of Defendants, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff Richard R. Pelfrey.

- 142. Plaintiff Richard R. Pelfrey and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Richard R. Pelfrey, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.
- 143. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.
- 144. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, seek punitive damages according to proof against all defendants.

FOR A SECOND CAUSE OF ACTION

(Product Liability: Strict Liability - S.C. Code Ann. § 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and Allege as Follows:

- 145. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 146. Plaintiff Richard R. Pelfrey suffers from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Richard R. Pelfrey was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

- 147. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Richard R. Pelfrey's injuries, and the injuries and damages thereby sustained by Plaintiff.
- 148. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Richard R. Pelfrey, and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Richard R. Pelfrey, and others similarly situated.
- 149. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiff Richard R. Pelfrey, would use or be in proximity to and exposed to said asbestos fibers.
- 150. Plaintiff Richard R. Pelfrey, and others in his vicinity used, handled or was otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

- 151. Defendants and/or their "alternate entities" knew and intended that the abovereferenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.
- 152. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Richard R. Pelfrey's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.
- 153. The defect existed in the said products at the time they left the possession of defendants and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed"

persons," including Plaintiff Richard R. Pelfrey herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

- 154. Plaintiff Richard R. Pelfrey and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Richard R. Pelfrey, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Richard R. Pelfrey and others similarly situated were exposed.
- 155. Defendants' defective products as described above were a direct cause of Plaintiff Richard R. Pelfrey's injuries, and the damages thereby sustained.
- 156. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Richard R. Pelfrey, and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

- public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.
- 158. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff Richard R. Pelfrey and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.
- 159. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.

- 160. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof against all defendants.
- 161. At all times herein mentioned, each of the named Defendants, and/or their "alternate entities," was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action for Vicarious Liability of Defendants Based Upon Respondeat Superior, Plaintiffs Complain of Defendants, and Allege as Follows:

- 162. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 163. Prior to and during all relevant times Defendants and/or their "alternate entities" employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Richard R. Pelfrey worked and/or spent time as alleged above.

- 164. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Richard R. Pelfrey was exposed.
- 165. Employees handling and disturbing asbestos-containing products in Plaintiff Richard R. Pelfrey's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.
- 166. Employees handling and disturbing asbestos-containing products in Plaintiff Richard R. Pelfrey's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.
- 167. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.
- 168. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Richard R. Pelfrey, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Richard R. Pelfrey.
- 169. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto

surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

- 170. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Richard R. Pelfrey.
- 171. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Richard R. Pelfrey that he was being exposed to asbestos, failed to adequately warn Plaintiff of the harm associated with his exposure to asbestos, and provide him with protection to prevent their inhalation of asbestos.
- 172. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Richard R. Pelfrey.
- 173. Defendants' employees owed Plaintiff Richard R. Pelfrey a duty to exercise due care and diligence in their activities while they were lawfully on the premises so as not to cause them harm.
 - 174. Defendants' employees breached this duty of care as described above.
- 175. At all times mentioned, Plaintiff Richard R. Pelfrey was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.
- 176. As a direct result of the Defendants' employees conduct, Plaintiff Richard R. Pelfrey's exposure to asbestos, asbestos-containing materials, and products manufactured for

foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff Richard R. Pelfrey and the damages and injuries as complained of herein by Plaintiffs.

177. The risks herein alleged and the resultant damages suffered by Plaintiff Richard R. Pelfrey were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

178. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondent superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Plaintiff Richard R. Pelfrey.

FOR A FOURTH CAUSE OF ACTION

(Premises Liability: Negligence as to Premises Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiffs Complain of Defendants, and Allege as Follows:

179. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

180. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Richard R. Pelfrey worked and/or spent time.

- 181. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.
- 182. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Richard R. Pelfrey, and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff Richard R. Pelfrey would be exposed to dangerous asbestos dust beyond the present.
- 183. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons, including Plaintiff.
- 184. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Richard R. Pelfrey, frequently encountered asbestos-containing products and materials during the course and scope of his work activities.
- 185. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Richard R. Pelfrey was unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and

that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

- 186. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Plaintiff Richard R. Pelfrey, were neither qualified nor able to identify asbestoscontaining products nor to identify the hazardous nature of their work activities involving asbestoscontaining products.
- 187. At all times herein mentioned, Plaintiff Richard R. Pelfrey was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.
- 188. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.
- 189. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff Richard R. Pelfrey, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.
- 190. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

- 191. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.
- 192. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Richard R. Pelfrey, of the known hazards associated with asbestos and the asbestoscontaining materials they were using and/or disturbing.
- 193. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Richard R. Pelfrey became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Richard R. Pelfrey to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION (Negligence Per Se)

As a Fifth Distinct Cause of Action for Negligence *Per Se*, Plaintiffs Complain of Defendants, and Allege as Follows:

- 194. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
 - 195. The actions of Defendants also constituted negligence per se.

- 196. Defendants violated federal and state regulations relating to asbestos exposure. Such violations constitute negligence *per se* or negligence as a matter of law. Further, each such violation resulted in dangerous and unlawful exposures to asbestos for Plaintiff Richard R. Pelfrey. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.
- 197. The negligence *per se* of Defendants was a proximate cause of Plaintiff Richard R. Pelfrey's injuries.

FOR A SIXTH CAUSE OF ACTION (Negligence as to Design Defendants)

As a Sixth Distinct Cause of Action for Negligence, Plaintiffs Complain of Design Defendants

to, the following particulars:

and Allege as Follows:198. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of

- the preceding paragraphs.

 199. The work performed by the Design Defendants was defective in all, but not limited
 - (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
 - (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
 - (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestoscontaining products, materials and/or equipment, including but not limited to asbestos.

- (d) In failing and neglecting to employ careful contractors and/or employees.
- (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (g) In failing to properly warn Plaintiff Richard R. Pelfrey of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff and others in their vicinity.
- (h) By such other failures as will be proved at trial.

All of which is contrary to one or more of workmanlike practice; the plans, specifications, and other contract documents; manufacturers' recommendations and instructions; trade custom and usage; and applicable building codes.

200. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Richard R. Pelfrey suffered and incurred actual damages, as described hereinabove, and is entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR A SEVENTH CAUSE OF ACTION (Negligent Design Services Against Design Defendants)

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiffs Complain of Design Defendants and Allege as Follows:

- 201. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.
- 202. Design Defendants owed Plaintiff Richard R. Pelfrey a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.

- 203. Design Defendants breached such professional standards in all, but not limited to, the following particulars:
 - (a) In failing and neglecting to take reasonable care in the design of said building.
 - (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
 - (c) In failing and neglecting to properly supervise the construction of said building.
 - (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.
 - (e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.
 - (f) By such other failures as will be proved at trial.
- 204. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff Richard R. Pelfrey suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiffs to recover punitive damages.

FOR AN EIGHTH CAUSE OF ACTION

(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As an Eighth Distinct Cause of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

205. Plaintiffs incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs.

206. Each of the Defendants and/or their "alternate entities" impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

207. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Richard R. Pelfrey carried out his duties and was inhaled by Plaintiff Richard R. Pelfrey.

208. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Plaintiff Richard R. Pelfrey were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products, and Plaintiff Richard R. Pelfrey consequently developed mesothelioma, causing Plaintiff to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION (Fraudulent Misrepresentation)

For a Ninth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiffs Complain of Defendants, and Allege as Follows:

209. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

210. That during, before and after Plaintiff Richard R. Pelfrey's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Richard R. Pelfrey in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff Richard R. Pelfrey. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

- 211. The foregoing representations were material conditions precedent to Plaintiff Richard R. Pelfrey's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Richard R. Pelfrey act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Richard R. Pelfrey was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.
- 212. As a direct and proximate result Plaintiff Richard R. Pelfrey's reliance upon Defendants' false representations, Plaintiffs have suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION (Loss of Consortium)

For a Tenth Distinct Cause of Action for Loss of Consortium, Plaintiff Patricia Pelfrey Complains of Defendants, and Alleges as Follows:

- 213. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.
- 214. Plaintiffs Richard R. Pelfrey and Patricia Pelfrey were married on or about December 18, 1991, and at all times relevant to this action were husband and wife.
- 215. Prior to his injuries as alleged, Plaintiff Richard R. Pelfrey was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Richard R. Pelfrey has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Patricia Pelfrey was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.
- 216. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Richard R. Pelfrey as set forth herein, Plaintiff's

spouse and co-Plaintiff Patricia Pelfrey suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proved at trial, as follows:

- 1. For Plaintiffs' actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
 - 2. For loss of income or earnings according to proof;
 - 3. For loss of care, comfort and society;
 - 4. For punitive damages according to proof;
 - 5. For cost of suit herein;
 - 6. For damages for breach of implied warranty according to proof;
 - 7. For damages for fraudulent misrepresentation according to proof; and
- 8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682) Jamie D. Rutkoski (SC Bar No. 103270)

KASSEL MCVEY ATTORNEYS AT LAW

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F: 803-256-1952

tmcvey@kassellaw.com jrutkoski@kassellaw.com

Other email: emoultrie@kassellaw.com

and

David C. Humen (SC Bar No. 104536)

DEAN OMAR BRANHAM SHIRLEY, LLP

302 N. Market Street, Suite 300 Dallas, Texas 75202

T: 214-722-5990 F: 214-722-5991

dhumen@dobslegal.com

Other email: spepin@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

November 21, 2024 Columbia, South Carolina



COMPANY, LLC; CLYDE UNION INC.,

Machinery;

CORPORATION;

DEZURIK, INC.;

DCO LLC,

COPES-VULCAN, INC.; CROSBY VALVE, LLC; DANIEL INERNATIONAL

f/k/a Union Pump Company; **COOPER INDUSTRIES, LLC,**

COPELAND CORPORATION LLC;

formerly d/b/a Gardner Denver Industrial

individually and as successor-in-interest to Victor Gasket Manufacturing Company;

CJ-24-1289 ogden

IN THE DISTRICT COURT OF OK	
STATE OF OKLAHO	OMA FILED IN DISTRICT COURTY OKLAHOMA COUNTY
NELSON W. MOGG, and spouse DOROTHY)	FEB 29 \$124
MOGG,	
,)	RICK WARKEN COURT CLERK
Plaintiffs,	COURT CLERK
vs.	Case No.:
)	CI 2001 4.0.0 m
3M COMPANY,	CJ - 2024 - 1289
f/k/a Minnesota Mining and Manufacturing	
Company;	ORIGINAL PETITION -
ABB INC.;	
ADVANCE STORES COMPANY,	
INCORPORATED;	
AIR & LIQUID SYSTEMS CORPORATION)	
individually and as successor-in-interest to	
Buffalo Pumps, Inc.;	
ANCHOR/DARLING VALVE COMPANY;)	
ARMSTRONG INTERNATIONAL, INC.;	
ASBESTOS CORPORATION LIMITED;)	
ATLAS TURNER INC.,	JURY TRIAL DEMANDED
f/k/a Atlas Asbestos Company Ltd.;	
BECHTEL CORPORATION;	
BMI REFRACTORY SERVICES, INC.,	
f/k/a Premier Refractories, Inc.;	
CANVAS CT, LLC,	
individually and ass successor-in-interest to)	
Marley Cooling Tower Company;)	
CARRIER CORPORATION;	
CHICAGO PNEUMATIC TOOL	

FILED IN DISTRICT COUNTY FEB 29 2024

SO COURT ARREN

ENTER OF THE COUNTY OF THE COUNT

ECODYNE CORROD (ELON	,
ECODYNE CORPORATION;)
ELECTROLUX HOME PRODUCTS, INC.,)
individually and as successor-in-interest to)
Copes-Vulcan;)
FISHER CONTROLS INTERNATIONAL)
LLC;)
FLOWSERVE US INC,	ĺ
individually and as successor-in-interest to	Ś
Edward Valves, Inc., Rockwell	Ś
Manufacturing Company, and Vogt Valve))
Company;	, \
FLUOR CONSTRUCTORS) \
INTERNATIONAL,)
· · · · · · · · · · · · · · · · · · ·)
f/k/a Fluor Corporation;)
FLUOR CONTRACTORS)
INTERNATIONAL, INC.;)
FLUOR DANIEL SERVICES)
CORPORATION;)
FLUOR ENTERPRISES, INC.;)
FMC CORPORATION,)
on behalf of its former Peerless Pump)
business and Chicago Pump;)
FOSTER WHEELER ENERGY)
CORPORATION;	ĺ
GARDNER DENVER NASH, LLC,) \
individually and as successor-in-interest to)
The Nash Engineering Company;))
GENERAL DYNAMICS CORPORATION,	<i>)</i>
	<i>)</i>
individually, as alter ego and as successor-in-)
interest to Asbestos Corporation Limited;)
GENERAL ELECTRIC COMPANY;)
GENERAL PARTS, INC.,)
individually and as successor-in-interest to)
Carquest Corporation;)
GENUINE PARTS COMPANY,)
d/b/a National Automotive Parts Association)
(NAPA);)
GOULDS PUMPS LLC,)
f/k/a Goulds Pumps Inc.;)
GOULDS PUMPS, INCORPORATED;)
HONEYWELL INTERNATIONAL, INC.,	ń
individually and as successor-in-interest to	í
Allied Signal Inc., as successor to Bendix)
Corporation;)
INDUSTRY PRODUCTS COMPANY;) }
ITT LLC,	J
III LLC,)

f/k/a ITT Corporation, ITT Industries Inc.,	`
)
ITT Fluid Products Corp., Hoffman Specialty	(
Mfg. Corp., Bell and Gossett Company, ITT)
Marlow, and Kennedy Valve Company;)
MCWANE INC.,)
on behalf of its Kennedy Valve division;)
MORSE TEC LLC,)
f/k/a BorgWarner Morse TEC LLC as)
successor-by merger to Borg-Warner)
Corporation;	ĺ,
O'REILLY AUTO ENTERPRISES LLC,)
individually and as successor-by-merger to	í
CSK Auto, Inc. successor-in-interest to	ì
Kragen Auto Supply Co.;)
O'REILLY AUTOMOTIVE STORES, INC.,)
P-G INDUSTRIES INC.,))
d/b/a Pryor Giggey Co.)
)
PARAMOUNT GLOBAL,)
f/k/a ViacomCBS Inc. f/k/a CBS Corporation,)
a Delaware corporation, f/k/a Viacom, Inc.)
successor-by-merger to CBS Corporation, a)
Pennsylvania corporation, f/k/a Westinghouse)
Electric Corporation;)
PNEUMO ABEX LLC,)
individually and as successor-in-interest to)
Abex Corporation;)
RED DEVIL INCORPORATED;)
REDCO CORPORATION,)
f/k/a Crane Co.;)
RILEY POWER INC.,)
f/k/a Babcock Borsig Power Inc., f/k/a DB)
Riley, Inc., f/k/a Riley Stroker Corporation;)
SEQUOIA VENTURES INC.,	í
f/k/a Bechtel Corporation;	ń
STEEL GRIP INC.,	ĺ
f/k/a Industrial Gloves Co. f/k/a Steel Grip)
Safety Apparel Co.;)
STERLING FLUID SYSTEMS (USA) LLC;)
THE GOODYEAR TIRE & RUBBER)
COMPANY;	7
THE NASH ENGINEERING COMPANY;)
THE WILLIAM POWELL COMPANY;)
)
THIEM CORPORATION,)
and its Division Universal Refractories;)
UNIROYAL HOLDING, INC.,)
f/k/a U.S Rubber Company, Inc.;)

VIKING PUMP, INC.; WARREN PUMPS LLC; YUBA HEAT TRANSFER LLC;

Defendants.

PLAINTIFFS' ORIGINAL PETITION

)

COME NOW the Plaintiffs, **NELSON W. MOGG**, and spouse **DOROTHY MOGG**, and for the Petition against the Defendants, allege and state as follows:

I. PARTIES, JURISDICTION AND VENUE

- 1. Plaintiffs are, and at all relevant times herein mentioned have been, residents of the city of Binger, Caddo County, state of Oklahoma.
- 2. The State of Oklahoma is an appropriate forum for these claims in that one or more asbestos-containing products to which **NELSON W. MOGG** was exposed were manufactured and/or placed into the stream of commerce within the State of Oklahoma, therefore, an act or omission occurred within the State of Oklahoma which was a producing and/or proximate cause of **NELSON W. MOGG's** asbestos-related injuries.
- 3. Plaintiffs specifically allege that **NELSON W. MOGG** was exposed through his own use, handling, or work near trades using asbestos-containing products, including but not limited to gaskets, packing, pumps, compressors, valves, turbines, boilers, respiratory masks, asbestos cloth, friction products, steam traps, asbestos fibers, refractory products, cooling towers, generators, blowers, motors, brakes, gloves, pre-heaters, and clutches, within the state of Oklahoma and that these exposures were a producing cause of his asbestos-related malignant mesothelioma.

- 4. The damages sought by the Plaintiffs, exclusive of interest and costs, exceeds \$75,000.00, the minimum jurisdictional limits of the Court.
- 5. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of Oklahoma, have personal jurisdiction over all Defendants.
- 6. Plaintiff's claims against the Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within the State of Oklahoma.
- 7. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of Oklahoma.

- 8. This Court has general consent jurisdiction over Defendants based on the Oklahoma business registration statue.
- 9. This court further has specific jurisdiction over every defendant that has obtained a certificate of authority to transact business in Oklahoma has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.
- 10. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.
- 11. The Defendants are corporations, companies or other business entities which during all times material hereto and for a long time prior thereto have been, and/or are now engaged, directly or directly, in the manufacturing, producing, selling, merchandising, supplying, distributing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of Oklahoma, have personal jurisdiction over all Defendants.
- Defendant **3M COMPANY**, f/k/a Minnesota Mining and Manufacturing Company was and is a Delaware corporation with its principal place of business in Minnesota at 3M Center Street, St. Paul, MN 55144, and is subject to the jurisdiction of this Court. At all times material hereto, **3M COMPANY** was authorized to do business in the State of Oklahoma and while engaged, directly or indirectly, in the business of designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, products which falsely represented they would protect individuals like Plaintiff from inhaling asbestos fibers, including but not limited to 3M Masks and Dust

Respirators. **3M COMPANY** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 10300 Greenbriar Place, Oklahoma City, OK 73159.

of business in North Carolina at 305 Gregson Drive, Cary, NC 27511. At all times material hereto, ABB INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Bailey valves and Brown Boveri turbines. ABB INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.

- 14. Defendant, ADVANCE STORES COMPANY, INCORPORATED was and is a Virginia corporation with its principal place of business in North Carolina at 4200 Six Forks Road. Raleigh, VA 27609. At all times material hereto, ADVANCE STORES COMPANY, INCORPORATED was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, brakes, clutches, gaskets, etc. ADVANCE STORES COMPANY, INCORPORATED is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma. including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company, 100 Shockoe Slip Floor 2, Richmond, VA 23219.
- 15. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to Buffalo Pump, Inc. was and is a Pennsylvania corporation with its principal place of business in Pennsylvania at 4621 Murray Place, Lynchburg, VA 24502. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment including, but not limited to, asbestos-containing Buffalo pumps. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110.

Pennsylvania corporation with its principal place of business in Texas at 5215 N. O'Connor Blvd., Suite 700, Irving, TX 75039. At all times material hereto, ANCHOR/DARLING VALVE COMPANY was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Darling valves. ANCHOR/DARLING VALVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of

the Summons and Petition to: C T Corporation System 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101.

- 17. Defendant, ARMSTRONG INTERNATIONAL, INC. was and is a Michigan corporation with its principal place of business in Michigan at 900 Maple Street, Three Rivers, MI 49093. At all times material hereto, **ARMSTRONG INTERNATIONAL**, **INC**, was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestoscontaining Armstrong steam traps. ARMSTONG INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: David Dykstra 900 Maple Street, Three Rivers, MI 49093.
- 18. Defendant, **ASBESTOS CORPORATION LIMITED** was and is a Canadian corporation with its principal place of business in Canada via email to Peter Protopapas at pdp@rplegalgroup.com. At all times material hereto, **ASBESTOS CORPORATION LIMITED** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing fibers. **ABSBESTOS CORPORATION LIMITED** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Peter Protopapas at pdp@rplegalgroup.com.

19. Defendant, ATLAS TURNER INC. f/k/a Atlas Asbestos Company Ltd. was and is a Canadian corporation with its principal place of business in Canada via email to Peter Protopapas at pdp@rplegalgroup.com. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing raw asbestos fibers and furnace cement. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in

the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition via email to Peter Protopapas at pdp@rplegalgroup.com.

Defendant, BECTHEL CORPORATION, was and is a Nevada Corporation with 20. its principal place of business in Virginia at: 12011 Sunset Hills Road, Suite 110, Reston, VA 20190. At all times material hereto, **BECTHEL CORPORATION** was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States. BECTHEL CORPORATION is sued as a Product and Contractor Defendant. **BETCHEL CORPORATION** is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including NELSON W. MOGG to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against BECTHEL COROPRATION arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: United Agent Group Inc. 425 W. Washington Street, Suite 4, Suffolk, VA 23434.

- Defendant, BMI REFRACTORY SERVICES, INC., f/k/a Premier Refractories, 21. Inc. was and is a Pennsylvania corporation with its principal place of business in Pennsylvania at 250 Parkwest Drive, Pittsburg, PA 15275. At all times material hereto, BMI REFRACTORY **SERVICES, INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing refractory products. BMI REFRACTORY **SERVICES, INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101.
- 22. Defendant, CANVAS CT, LLC, individually and as successor-in-interest to Marley Cooling Tower Company was and is a Delaware limited liability company with its principal place of business in Kansas at 7401 W. 129th St., Overland Park, KS 66123. At all times material hereto, CANVAS CT, LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment including, but not limited to, asbestos-containing Marley cooling towers. **CANVAS CT, LLC** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Company 1209 Orange Street, Wilmington, DE 19801.

23. Defendant, **CARRIER CORPORATION** was and is a Delaware corporation with its principal place of business in Florida at 13995 Pastuer Blvd., Palm Beach Gardens, FL 33418. At all times material hereto, **CARRIER CORPORATION** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Carrier air compressors. **CARRIER CORPORATION** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with

process by sending a copy of the Summons and Petition to: United Agent Group Inc. 645 S. Denver Avenue, #300, Tulsa, OK 74119.

- 24. Defendant, CHICAGO PNEUMATIC TOOL COMPANY, LLC was and is a Delaware limited liability company with its principal place of business in South Carolina at 1815 Clubhouse Drive, Rock Hill, SC 29730. At all times material hereto, CHICAGO PNEUMATIC **TOOL COMPANY, LLC** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing air compressors. CHICAGO PNEUMATIC TOOL COMPANY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 2 Office Park Court, Suite 103, Columbia, SC 29223.
- 25. Defendant, **CLYDE UNION INC.**, f/k/a Union Pump Company was and is a Michigan corporation with its principal place of business in Michigan at 3410 Belle Chase Way, Suite 600, Lansing, MI 28911. At all times material hereto, **CYDE UNION INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying,

installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Union pumps. **CLYDE UNION INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: CSC- Lawyers Incorporating Service 3410 Belle Chase Way, Suite 600, Lansing, MI 48911.

Industrial Machinery was and is a Delaware limited liability company with its principal place of business in Texas at 31360 Wild Oak Hill, Fairs Oaks, TX 78015. At all times material hereto, COOPER INDUSTRIES, LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Gardner Denver pumps and Nash pumps. COOPER INDUSTRIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose

out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Company 1209 Orange Street, Wilmington, DE 19801.

- 27. Defendant, COPELAND CORPORATION LLC was and is a Delaware limited liability company with its principal place of business in Indiana at 500 Conrad C Harcourt Way, Rushville, IN 46173. At all times material hereto, COPELAND CORPORATION LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Copeland compressors. COPELAND CORPORATION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 135 North Pennsylvania Street, Suite 1610, Indianapolis, IN 46204.
- 28. Defendant, **COPES-VULCAN INC.** was and is a Delaware corporation with its principal place of business in Pennsylvania at 5620 West Road, McKean, PA 16426. At all times material hereto, **COPES-VULCAN INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Vulcan valves and soot blowers. **COPES-VULCAN INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Company 1209 Orange Street, Wilmington, DE 19801.

Defendant, CROSBY VALVE, LLC was and is a Nevada limited liability company with its principal place of business in Missouri at 8100 W. Florissant Avenue, St. Louis MO 63136. At all times material hereto, CROSBY VALVE, LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Crosby valves. CROSBY VALVE, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose

out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 112 N. Curry Street, Carson City, NV 89703.

30. Defendant, DANIEL INTERNATIONAL CORPORATION, was and is a South Carolina corporation with its principal place of business in South Carolina at: 301 North Main Street, Grenville, SC 29601. At all times material hereto, DANIEL INTERNATIONAL **CORPORATION** was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States. DANIEL INTERNATIONAL CORPORATION is sued as a Product and Contractor Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including NELSON W. MOGG to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against DANIEL INTERNATIONAL COROPRATION arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with

process by sending a copy of the Summons and Petition to: John R. Reynolds 100 Fluor Daniel Drive, Greenville, SC 29607.

- 31. Defendant, DCO LLC, individually and as successor-in-interest to Victor Gasket Manufacturing Company was and is a Virginia limited liability company with its principal place of business in Tennessee at 40 Burton Hills Blvd., Suite 200, Nashville, TN 37215. At all times material hereto, DCO LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Victor gaskets. DCO LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 4701 Cox Road, Suite 285, Glen Allen, VA 23060.
- 32. Defendant, **DEZURIK**, **INC.** was and is a Delaware corporation with its principal place of business in Minnesota at 205 Riverside Avenue N, Sartell, MN 56377. At all times material hereto, **DEZURIK**, **INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment including, but not limited to, asbestos-containing Dezurik and Vulcan valves. **DEZURIK, INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 101 Dale Street N., St. Paul, MN 55117.

33. Defendant, ECODYNE CORPORATION was and is a Delaware corporation with its principal place of business in Illinois at 33 North LaSalle Street, Chicago, IL 60602. At all times material hereto, ECODYNE CORPORATION was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Foster Wheeler cooling towers. **ECODYNE CORPORATION** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: United States Corporation Company 251 Little Falls Drive, Wilmington, DE 19808.

- 34. Defendant, ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to Copes-Vulcan was and is a Delaware corporation with its principal place of business in North Carolina at 10200 David Taylor Drive, Charlotte, NC 28262. At all times material hereto, ELECTROLUX HOME PRODUCTS, INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Vulcan valves and blowers. ELECTROLUX HOME PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Company 1209 Orange Street, Wilmington, DE 19801.
- Delaware limited liability company with its principal place of business in Missouri at 8100 W. Florissant Street, St. Louis, MO 63136. At all times material hereto, **FISHER CONTROLS**INTERNATIONAL LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment

including, but not limited to, asbestos-containing Fisher valves. **FISHER CONTROLS INTERNATIONAL LLC** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: CSC – Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City, MO 65101.

Edward Valves, Inc, Rockwell Manufacturing Company, and Vogt Valve Company was and is a Delaware corporation with its principal place of business in Texas at 5215 N. O'Connor Blvd, Suite 700, Irving, TX 75039. At all times material hereto, FLOWSERVE US INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Edward valves, Rockwell valves, Vogt valves. FLOWSERVE US INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in

the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.

37. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL, f/k/a Fluor Corporation was and is a Delaware Corporation with its principal place of business in Texas at: 670 Las Colinas Blvd, Irving, TX 75039. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product and Contractor Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including **NELSON W. MOGG** to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against FLUOR CONTRACTORS INTERNATIONAL arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporate Service Company 508 Meeting Street, West Columbia, SC 29169.

- 38. Defendant, FLUOR CONSTRUCTORS INTERNATIONAL, INC., was and is a California Corporation with its principal place of business in Texas at: 6700 Las Colinas Blvd., Irving, TX 75039. At all times material hereto, FLUOR CONSTRUCTORS **INTERNATIONAL**, **INC**, was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States FLUOR **CONSTRUCTORS INTERNATIONAL, INC.** is sued as a Product and Contractor Defendant. FLUOR CONSTRUCTIRS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including **NELSON W. MOGG** to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 10300 Greenbriar Place, Oklahoma City, OK. 73159.
- 39. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware Corporation with its principal place of business in Texas at: 6700 Las Colinas Blvd.,

Irving, TX 75039. At all times material hereto, FLUOR DANIEL SERVICES **CORPORATION** was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product and Contractor Defendant. FLUOR **DANIEL SERVICES CORPORATION** is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including NELSON W. MOGG to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against FLUOR DANIEL SERVICES COROPRATION arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 10300 Greenbriar Place, Oklahoma City, OK. 73159.

40. Defendant, **FLUOR ENTERPRISES**, **INC.**, was and is a California Corporation with its principal place of business in Texas at: 6700 Las Colinas Blvd., Irving, TX 75039. At all times material hereto, **FLUOR ENTERPRISES**, **INC.** was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States, FLUOR ENTERRISES, INC. is sued as a Product and Contractor Defendant. FLUOR **ENTERPRISES, INC.** is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including NELSON W. MOGG to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 10300 Greenbriar Place, Oklahoma City, OK. 73159.

41. Defendant, **FMC CORPORATION** on behalf of its former Chicago pump and Peerless pump business was and is a Delaware corporation with its principal place of business in Pennsylvania at 2929 Walnut Street, Philadelphia, PA 19104. At all times material hereto, **FMC CORPORATION** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment

CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101.

Defendant, FOSTER WHEELER ENERGY CORPORATION was and is a Delaware corporation with its principal place of business in New Jersey at 53 Frontage Road, Hampton, NJ 08827. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Foster Wheeler boilers and cooling towers.

FOSTER WHEELER ENERGY CORPORATION is sued as a Product and Contractor Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of

Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: United Agent Group, Inc. 1521 Concord Pike Suite 201, Wilmington, DE 19803.

- 43. Defendant, GARDNER DENVER NASH, LLC was and is a Delaware limited liability company with its principal place of business in Pennsylvania at 200 Simko Blyd. Charleroi, PA 15022. At all times material hereto, GARDNER DENVER NASH, LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Gardner Denver pumps and Nash Pumps. GARDNER DENVER NASH. **LLC** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.
- 44. Defendant, **GENERAL DYNAMICS CORPORATION**, individually, as alter ego and as successor-in-interest to Asbestos Corporation Limited was and is a Delaware Corporation with its principal place of business in Virginia at: 11011 Sunset Hills Road, Reston, VA 20190. At all times material hereto, **GENERAL DYNAMICS CORPORATION** owned and/or controlled premises at which **NELSON W. MOGG** was exposed to asbestos-containing

products, equipment, and asbestos dust from said products at various facilities, including but not limited to asbestos fibers. **GENERAL DYNAMICS CORPORATION** is sued as a Premises Defendant. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

- Defendant, GENERAL ELECTRIC COMPANY was and is a New York 45. corporation with its principal place of business in Massachusetts at, 5 Necco Street, Boston, MA 02210. At all times material hereto, GENERAL ELECTRIC COMPANY was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining. designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment including, but not limited to, asbestos-containing GE turbines, generators, and motors. GENERAL ELECTRIC COMPANY is sued as a Product and Contractor Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.
- 46. Defendant, **GENERAL PARTS**, **INC.**, individually and as successor-in-interest to Carquest Corporation was and is a North Carolina corporation with its principal place of business in Virginia at 4200 Six Forks Road, Raleigh, NC 27609. At all times material hereto, **GENERAL PARTS**, **INC.** was authorized to do business in the State of Oklahoma while engaged, directly or

indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products. **GENERAL PARTS, INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 100 Shockoe Slip Floor 2, Richmond, VA 23219.

Association (NAPA) was and is a Georgia corporation with its principal place of business in Georgia at 2999 Wildwood Parkway, Atlanta, GA 30339. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products and Raylock brakes.

GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed

to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.

- 48. Defendant, GOULDS PUMPS LLC, f/k/a Goulds Pumps Inc. was and is a Delaware limited liability company with its principal place of business in Connecticut at 187 Danbury Road, Wilton, CT 06897. At all times material hereto, GOULDS PUMPS LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Goulds pumps. GOULDS PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 67 Burnside Avenue, East, East Hartford CT 06108.
- 49. Defendant, **GOULDS PUMPS**, **INCORPORATED** was and is a Delaware corporation with its principal place of business in Connecticut at 187 Danbury Road, Wilton, CT 06897. At all times material hereto, **GOULDS PUMPS**, **INCORPORATED** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Goulds pumps. **GOULDS PUMPS INCORPORATED** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Company 1209 Orange Street, Wilmington, DE 19801.

50. Defendant, **HONEYWELL INTERNATIONAL**, **INC.**, individually and as successor-in-interest to Allied Signal, Inc., as successor to Bendix Corporation, was and is a Delaware corporation with its principal place of business in North Carolina at 300 South Tyron Street, Charlotte, NC 28202. At all times material hereto, **HONEYWELL INTERNATIONAL**, **INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products and Bendix brakes. **HONEYWELL INTERNATIONAL**, **INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this

Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

- Defendant, ITT LLC, f/k/a ITT Corporation, ITT Industries, Inc., ITT Fluid 51. Products Corp., Hoffman Specialty Mfg. Corp., Bell and Gossett Company, ITT Marlow, and Kennedy Valve Company, was and is an Indiana limited liability company with its principal place of business in Connecticut at 187 Danbury Road, Wilton, CT 06897. At all times material hereto, ITT LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Bell & Gossett pump and Kennedy valves. ITT LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 334 N. Senate Avenue, Indianapolis, IN 46204.
- 52. Defendant, **MCWANE INC.**, on behalf of its Kennedy Valve division, was and is a Delaware corporation with its principal place of business in Alabama at 2900 Highway 280,

Suite 250, Birmingham, AL 35223. At all times material hereto, MCWANE INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Kennedy valves. MCWANE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Center 1209 Orange Street, Wilmington, DE 19801.

by-merger to Borg-Warner Corporation, was and is a Delaware limited liability company with its principal place of business in Michigan at 3850 Hamlin Road, Auburn Hills, MI 48326. At all times material hereto, MORSE TEC LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of

its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: The Corporation Company 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170.

54. Defendant, O'REILLY AUTO ENTERPRISES LLC, individually and as successor-by-merger to CSK Auto, Inc. successor-in-interest to Kragen Auto Supply Co., was and is a Delaware limited liability company with its principal place of business in Missouri at 120 South Central Avenue, Clayton, MO 63105. At all times material hereto, O'REILLY AUTO **ENTERPRISES LLC** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products. O'REILLY AUTO ENTERPRISES LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 120 South Central Avenue, Clayton, MO 63105.

- 55. Defendant, O'REILLY AUTOMOTIVE STORES, INC., was and is a Missouri corporation with its principal place of business in Missouri at 233 S. Patterson Avenue, Springfield, MO 65802. At all times material hereto, O'REILLY AUTOMOTIVE STORES, **INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products. O'REILLY AUTOMOTIVE STORES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.
- Delaware corporation with its principal place of business in Alabama at 7 East 13th Street, Suite 228, Anniston, AL 36201. At all times material hereto, **P-G INDUSTRIES INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-

containing refractory materials inside boilers. **P-G INDUSTRIES INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 25 Little Falls Drive, Wilmington, DE 19808.

57. Defendant, PARAMOUNT GLOBAL, f/k/a ViacomCBS Inc. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom, Inc. successor-by-merger to CBS Corporation. a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation, was and is a Delaware corporation with its principal place of business in New York at 51 W. 52nd Street (19-13). New York City, NY 10019. At all times material hereto, PARAMOUNT GLOBAL was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestoscontaining Westinghouse blowers, turbines, ship service generators, emergency generators. PARAMOUNT GLOBAL is sued as a Product and Contractor Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose

out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 251 Little Falls Drive, Wilmington, DE 19808.

- Defendant, PNEUMO ABEX LLC, individually and as successor-in-interest to 58. Abex Corporation was and is a Delaware limited liability company with its principal place of business in Texas at 211 E. 7th Street, Suite 620, Austin, TX 78701. At all times material hereto, PNEUMO ABEX LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products and brake linings. PNEUMO ABEX LLC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 251 Little Falls Drive, Wilmington, DE 19808.
- 59. Defendant, **RED DEVIL INCORPORATED**, was and is a New Jersey corporation with its principal place of business in Oklahoma at 1437 S. Boulder Suite 750, Tulsa, OK 74119. At all times material hereto, **RED DEVIL INCORPORATED** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Butyl Caulking. **RED DEVIL INCORPORATED** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: William S. Lee 1437 S. Boulder Suite 750, Tulsa, OK 74119.

60. Defendant, **REDCO CORPORATION**, f/k/a Crane Co., was and is a Delaware corporation with its principal place of business in Connecticut at 100 First Stamford Place, Stamford, CT 06902. At all times material hereto, **REDCO CORPORATION** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Crane pumps, gaskets, and packing. **REDCO CORPORATION** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred

in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Trust Center 1209 Orange Street, Wilmington, DE 19801.

- 61. Defendant, RILEY POWER INC., f/k/a Babcock Borsig Power, Inc., f/k/a DB Riley, Inc., f/k/a Riley Stoker Corporation, was and is a Massachusetts corporation with its principal place of business in Massachusetts at 26 Forest Street, Suite 300, Malborough, MA 01752. At all times material hereto, RILEY POWER INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Riley Stoker boilers. RILEY POWER INC. is sued as a Product and Contractor Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 155 Federal Street, Suite 700, Boston, MA 02110.
- 62. Defendant, **SEQUOIA VENTURES INC.**, f/k/a Bechtel Corporation, was and is a Delaware Corporation with its principal place of business in Virginia at: 431 Lynchell Place, Richmond, VA 23238. At all times material hereto, **SEQUOIA VENTURES INC.** was authorized to do business in the State of Oklahoma while engaged directly or indirectly, in the business of

mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing materials, including, but not limited to gaskets, packing, insulation, and other asbestos materials on piping and equipment at numerous jobsites throughout the Southern United States. SEQUOIA VENTURES INC. is sued as a Product and Contractor Defendant. SEQUOIA VENTURES INC. is also sued for the work it did at the various industrial sites in the Southern United States which exposed tens of thousands of people, including NELSON W. MOGG to lethal doses of asbestos. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in Oklahoma. Plaintiff's claims against SEQUOIA VENTURES INC. arise out of this Defendant's business activities in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: United Agent Group, Inc. 1521 Concord Pike Suite 201, Wilmington, DE 19803.

Apparel Co., was and is an Illinois corporation with its principal place of business in Illinois at 1501 E. Voorhees, Danville IL 61832. At all times material hereto, **STEEL GRIP**, **INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to,

asbestos-containing industrial gloves. **STEEL GRIP, INC.** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Thomas A. McGurk 1501 e. Voorhees, Danville, IL 61832.

64. Defendant, STERLING FLUID SYSTEMS (USA) LLC, was and is a Delaware limited liability company with its principal place of business in Indiana at 2005 Dr. Martin Luther King Jr., Indianapolis, IN 46202. At all times material hereto, STERLING FLUID SYSTEMS (USA) LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Peerless pumps. STERLING FLUID SYSTEMS (USA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of

the Summons and Petition to: C T Corporation System 334 North Senate Avenue, Indianapolis, IN 46204.

- 65. Defendant, THE GOODYEAR TIRE & RUBBER COMPANY, was and is an Ohio corporation with its principal place of business in Ohio at 200 E. Innovation Way LOC 4AS, Akron, OH 44316. At all times material hereto, THE GOODYEAR TIRE & RUBBER **COMPANY** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Goodyear gaskets and packing and Cranite gaskets and packing. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Corporation Service Company 508 Meeting Street, West Columbia, SC 29169.
- 66. Defendant, **THE NASH ENGINEERING COMPANY** was and is a Connecticut corporation with its principal place of business in Maine at 73 South Street, Freeport, ME 04032. At all times material hereto, **THE NASH ENGINEERING COMPANY** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing,

replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Gardner Denver pumps and Nash pumps. **THE NASH ENGINEERING COMPANY** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: 9 Trefoil Drive, Trumbull, CT 06611.

67. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio at 3261 Spring Grove Avenue, Cincinnati, OH 45225. At all times material hereto, **THE WILLIAM POWELL COMPANY** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Powell valves. **THE WILLIAM POWELL COMPANY** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of

Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: D.R. Cowart 3261 Spring Grove Avenue, Cincinnati, OH 45225.

- 68. Defendant, THIEM CORPORATION, and its Division Universal Refractories, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania at 600 River Avenue, Suite 200, Pittsburgh, PA 15212. At all times material hereto, THIEM **CORPORATION** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, not limited to, asbestos-containing refractory materials. THIEM **CORPORATION.** is sued as a Product and Contractor Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: Three Rivers Management, Inc. c/o Christina Terek 600 River Avenue, Suite 200, Pittsburgh, PA 15212.
- 69. Defendant, **UNIROYAL HOLDING, INC.**, f/k/a U.S Rubber Company, Inc., was and is a New Jersey corporation with its principal place of business in Connecticut at 70 Great Hill Road, Naugatuck, CT 06770. At all times material hereto, **UNIROYAL HOLDINGS, INC.** was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding,

supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing asbestos cloth and textile. UNIROYAL HOLDINGS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 820 Bear Tavern Road, Suite 305, West Trenton, NJ 08628.

Defendant, VIKING PUMP, INC., was and is a Delaware corporation with its principal place of business in Iowa at 406 State Street, Cedar Falls, IA 50613. At all times material hereto, VIKING PUMP, INC. was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Viking pumps. VIKING PUMP, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant

conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 400 E. Court Avenue, Des Moines, IA 50309.

- 71. Defendant, WARREN PUMPS LLC, was and is a Delaware limited liability company with its principal place of business in Iowa at 82 Bridges Avenue P.O. Box 969, Warren, MA 01083. At all times material hereto, WARREN PUMPS LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestoscontaining products, materials, or equipment including, but not limited to, asbestos-containing Warren pumps. WARREN PUMPS LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 155 Federal Street, Suite 700, Boston, MA 02110.
- 72. Defendant, YUBA HEAT TRANSFER LLC, was and is a Delaware limited liability company with its principal place of business in Ohio at 1833 South Morgan Road, Oklahoma City, OK 73128. At all times material hereto, YUBA HEAT TRANSFER LLC was authorized to do business in the State of Oklahoma while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding,

supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of Oklahoma, including the sale and distribution of its dangerous and/or defective products and services in the State of Oklahoma. The exposures to this Defendant's products, actions inactions, and/or other activities, which caused or contributed to cause Plaintiff's disease and injury, occurred in the State of Oklahoma, and arose out of the business Defendant conducted in the State of Oklahoma. Defendant may be served with process by sending a copy of the Summons and Petition to: C T Corporation System 1833 South Morgan Road, Oklahoma City, OK 73128.

73. Plaintiffs allege herein that Plaintiff NELSON W. MOGG developed malignant mesothelioma as a result of exposure to asbestos from Defendants' asbestos-containing talc and asbestos-containing cosmetic talc products, including: 3M COMPANY, f/k/a MINNESOTA MINING COMPANY (for asbestos-containing products, including but not limited to 3M masks), ABB INC. (for asbestos-containing products, including but not limited to Bailey valves and Brown Boveri turbines), ADVANCE STORES COMPANY, INCORPORATED (as a supplier of asbestos-containing friction products) AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC. (for asbestos-containing products, including but not limited to Buffalo pumps), ANCHOR/DARLING VALVE COMPANY (for asbestos-containing products, including but not limited to Darling valves), ARMSTRONG INTERNATIONAL, INC. (for asbestos-containing products, including but not limited to Armstrong steam traps), ASBETOS CORPORATION LIMITED (as a supplier of asbestos-containing fibers), ATLAS TURNER INC., f/k/a ATLAS ASBESTOS COMPANY

LTD. (as a supplier of asbestos-containing fibers), BECHTEL CORPORATION (as a construction contractor for the installation and removal of asbestos-containing thermal insulation and materials), BMI REFRACTORY SERVICES, INC., f/k/a PREMIER REFRACTORIES, INC. (as a supplier of asbestos-containing refractory products), CANVAS CT, LLC, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY (for asbestoscontaining products, including but not limited to Marley cooling towers), CARRIER CORPORATION (for asbestos-containing products, including but not limited to Carrier air compressors), CHICAGO PNEUMATIC TOOL COMPANY, LLC (for asbestos-containing products, including but not limited to air compressors), CLYDE UNION INC., f/k/a UNION PUMP COMPANY, (for asbestos-containing products, including but not limited to Union pumps), COOPER INDUSTRIES, LLC formerly d/b/a GARDNER DENVER INDUSTRIAL MACHINERY (for asbestos-containing products, including but not limited to Gardner Denver pumps and Nash Pumps) COPELAND CORPORATION LLC (for asbestos-containing products, including but not limited to Copeland compressors), COPES-VULCAN, INC. (for asbestos-containing products, including but not limited to Vulcan valves), CROSBY VALVE, LLC (for asbestos-containing products, including but not limited to Crosby valves), DANIEL INTERNATIONAL CORPORATION (as a contractor/employer for the installation and removal of asbestos-containing thermal insulation and materials), DCO LLC, individually and as successor-in-interest to VICTOR GASKET MANUFCATURING COMPANY (for asbestoscontaining products, including but not limited to Victor gaskets), DEZURIK, INC. (for asbestoscontaining products, including but not limited to Vulcan valves), ECODYNE CORPORATION (for asbestos-containing products, including but not limited to Foster Wheeler cooling towers), ELECTROLUX HOME PRODUCTS, INC., individually and as successor-in-interest to CopesVulcan (for asbestos-containing products, including but not limited to Vulcan blowers and valves), FISHER CONTROLS INTERNATIONALL LLC (for asbestos-containing products, including but not limited to Fisher valves), FLOWSERVE US INC., individually and as successor-ininterest to EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY, and VOGT VALVE COMPANY (for asbestos-containing products, including but not limited to Edward valves, Rockwell valves, and Vogt valves), FLUOR CONSTRUCTORS INTERNATIONAL, f/k/a FLUOR CORPORATION (as a contractor for the installation and removal of asbestos-containing thermal insulation and materials). FLUOR CONSTRUCTORS INTERNATIONAL, INC. (as a contractor for the installation and removal of asbestos-containing thermal insulation and materials), FLUOR DANIEL SERVICES CORPORATION (as a contractor for the installation and removal of asbestos-containing thermal insulation and materials), FLUOR ENTERPRISES, INC. (as a contractor for the installation and removal of asbestos-containing thermal insulation and materials), FMC CORPORATION, on behalf of its former PEERLESS PUMP BUSINESS and CHICAGO PUMP (for asbestos-containing products, including but not limited to Chicago pups and Peerless pumps), FOSTER WHEELER ENERGY **CORPORATION** (for asbestos-containing products, including but not limited to Foster Wheeler boilers and cooling towers), GARDNER DENVER NASH, LLC, individually and as successorin-interest to The Nash Engineering Company (for asbestos-containing products, including but not limited to Gardner Denver pumps and Nash pumps), GENERAL DYNAMICS CORPORATION, individually, as alter ego and as successor-in-interest to ASBESTOS CORPORATON LIMITED (as a supplier of asbestos-containing fibers), GENERAL **ELECTRIC COMPANY** (for asbestos-containing products, including but not limited to General Electric turbines, generators, and motors), GENERAL PARTS, INC., individually and as successor-in-interest to CARQUEST CORPORATION (as a supplier of asbestos-containing friction products), GENUINE PARTS COMPANY, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA) (as a supplier/manufacturer of asbestos-containing friction products and Raylock brakes), GOULD PUMPS LLC, f/k/a GOULDS PUMPS INC. (for asbestos-containing products, including but not limited to Goulds pumps), GOULDS PUMPS, INCORPORATED (for asbestos-containing products, including but not limited to Goulds pumps), HONEYWELL INTERNATIONAL, INC., individually and as successor-in-interest to ALLIED SIGNAL, INC. as successor to BENDIX CORPORATION (as a manufacturer of asbestos-containing friction products and Bendix brakes), INDUSTRY PRODUCTS **COMPANY** (as a supplier of asbestos-containing gaskets to Copeland compressors), ITT LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALITY MFG. CORP., BELL AND GOSSET COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY (for asbestos-containing products, including but not limited to Bell & Gossett pumps and Kennedy valves), MCWANE INC., on behalf of its KENNEDY VAVE DIVISION (for asbestos-containing products, including but not limited to Kennedy valves), MORSE TEC LLC, f/k/a BORGWARNER MORSE TECT LLC as successor-by-merger to BORG-WARNER CORPORATION (for asbestos-containing products, including but not limited to Borg-Warner clutches and Rockford clutches), O'REILLY AUTOMOTIVE ENTERPRISES LLC, individually and as successor-by-merger to CSK AUTO INC. successorin-interest to KRAGEN AUTO SUPPLY CO. (as a supplier of asbestos-containing friction products), O'REILLY AUTOMOTIVE STORES, INC. (as a supplier of asbestos-containing friction products), P-G INDUSTRIES INC., d/b/a PRYOR GIGGEY CO. (as a supplier of asbestos-containing refractory materials inside boilers), PARAMOUNT GLOBAL, f/k/a VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM, INC. CBS CORPORATION, a Pennsylvania corporation, f/k/a successor-by-merger to WESTINGHOUSE ELECTRIC CORPORATION (for asbestos-containing products, including but not limited to Westinghouse blowers, turbines, ship service generators, and emergency generators), PEUMO ABEX LLC, individually and as successor-in-interest to ABEX CORPORATION (as a supplier of asbestos-containing friction products and brake linings), **RED DEVIL INCORPORATED** (for asbestos-containing products, including but not limited to Butyl Caulk), REDCO CORPORATION, f/k/a CRANE CO. (for asbestos-containing products, including but not limited to Crane pumps, valves and Cranite packing), RILEY POWER INC, f/k/a BABCOCK BORSIDG POWER, INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION (for asbestos-containing products, including but not limited to Riley Stoker boilers), SEQUOIA VENTURES INC., f/k/a BECHTEL CORPORATION (as a contractor for the installation and removal of asbestos-containing thermal insulation and materials), STEEL GRIP, INC., f/k/a INDUSTRIAL GLOVES CO., f/k/a STEEL GRIP SAFETY APPAREL CO. (for asbestos-containing products, including but not limited to industrial gloves), STERLING FLUID SYSTEMS (USA) LLC (for asbestos-containing products, including but not limited to Peerless pumps), THE GOODYEAR TIRE & RUBBER COMPANY (for asbestos-containing products, including but not limited to Cranite gaskets), THE NASH ENGINEERING COMPANY (for asbestos-containing products, including but not limited to Gardner Denver pumps and Nash pumps), THE WILLIAM POWELL COMPANY (for asbestos-containing products, including but not limited to Powell valves), THIEM CORORATION and its DIVISION UNIVERSAL REFRACTORIES (for asbestos-containing products, including but not limited to refractory materials), UNIROYAL HOLDING INC., f/k/a U.S. RUBBER

COMPANY, INC. (as a manufacturer for asbestos-containing cloth), VIKING PUMP, INC. (for asbestos-containing products, including but not limited to Viking pumps), WARREN PUMPS LLC (for asbestos-containing products, including but not limited to Warren pumps), and YUBA HEAT TRANSFER LLC (for asbestos-containing products, including but not limited to Yuba water pre-heaters). Each Defendant corporation listed above, or its predecessor-in-interest is, or at times material hereto has been, engaged in the mining, processing, manufacturing, sale and/or distribution of asbestos-containing products, which the Plaintiff handled, used and/or worked around during his employment and subsequently breathed in, wore, and transported on his clothing asbestos fibers.

- 74. Each of the Defendants, at all times pertinent hereto, was and/or is doing business in the State of Oklahoma.
- 75. Plaintiff **NELSON W. MOGG** experienced exposures to asbestos-containing talc and asbestos-containing products were the result of both his own direct exposure during his employment.
- 76. Plaintiff NELSON **W. MOGG** was exposed to asbestos on a regular and frequent basis through his use of Defendants' asbestos-containing products handled, used and/or worked around during his employment, as well as personal usage on automobiles, and subsequently breathed in, wore, and transported on his clothing asbestos fibers. from approximately 1971 to 2003. These products released airborne asbestos fibers, which covered portions of his body and clothing. As a result of the Defendants' failure to warn about the dangers of asbestos, Mr. Mogg, inhaled or ingested these fibers causing him to contract malignant mesothelioma, an asbestos related disease.

- 77. Plaintiffs allege that **NELSON W. MOGG** was regularly and repeatedly exposed to asbestos-containing products. Each significant exposure to such products caused or contributed to Plaintiff **NELSON W. MOGG'S** asbestos-related malignant mesothelioma which he was diagnosed with on or about October 25, 2023.
 - 78. There is no cure for the disease mesothelioma.
- 79. Mesothelioma is one of the most painful cancers. The last months of life of mesothelioma patients is often dominated by severe and unremitting pain despite the best efforts to control it, and death usually comes by gradual suffocation.
- 80. Medical science has not found effective therapies for mesothelioma, and most patients do not survive beyond 18 months regardless of treatment.
- 81. The latency period (time between exposure and disease) for mesothelioma is typically between 10 to 80 years for most persons, with the average latency for pleural mesothelioma being approximately 45 years.
- 82. Plaintiff **NELSON W. MOGG** contracted asbestos-related malignant mesothelioma through the inhalation or ingestion of the asbestos fibers contained in the products manufactured, sold, or distributed by each of the Defendants.
- 83. Venue is proper in Oklahoma County, Oklahoma pursuant to Okla. Stat. tit. 12 0.S. §137.

I. FIRST CLAIM FOR RELIEF

COME NOW the Plaintiffs, **NELSON W. MOGG** and **DOROTHY MOGG**, and for their first claim for relief against said Defendants, state and allege as follows:

84. Plaintiff **NELSON W. MOGG'S** asbestos-related malignant mesothelioma is a direct and proximate result of the negligence and gross negligence of each Defendant or its

predecessor-in-interest in that said entities produced, sold, distributed or otherwise put into the stream of commerce asbestos-containing products, which the Defendants knew, or in the exercise of ordinary care, should have known were deleterious and highly harmful to Plaintiff NELSON W. MOGG'S health and well-being. The Defendants were negligent in one, some and/or all of the following respects, among others, same being the proximate cause of Plaintiff NELSON W. MOGG'S asbestos-related malignant mesothelioma:

- (a) in failing to timely and adequately warn Plaintiff **NELSON W. MOGG** of the dangerous characteristics and serious health hazards associated with exposure to asbestos, including asbestos-containing products;
- (b) in failing to provide Plaintiff **NELSON W. MOGG** with information as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, if in truth there were any, to protect Plaintiff **NELSON W. MOGG** from being harmed and disabled by exposure to asbestos, including asbestos-containing products;
- (c) in failing to place timely and adequate warnings on the containers of asbestos-containing tale and asbestos-containing products to warn of the dangers to health of coming into contact with said asbestos-containing products;
- (d) in failing to take reasonable precautions or exercise reasonable care to publish, adopt and enforce a safety plan or safe method of handling asbestos-containing products;
- (e) in failing to develop and utilize a substitute material to eliminate asbestos fibers in the asbestos-containing products;
- (f) in failing to properly design and manufacture asbestos-containing products to render them for safe use under conditions of use that were reasonably anticipated;
- (g) in failing to properly test asbestos-containing products before they were released for consumer use; and
- (h) in failing to recall or remove from the stream of commerce asbestoscontaining products despite knowledge of the unsafe and dangerous nature of such products.

II. SECOND CLAIM FOR RELIEF

COME NOW the Plaintiffs, **NELSON W. MOGG** and **DOROTHY MOGG**, and for their second claim for relief against Defendants, reallege and restate all the allegations contained in the previous paragraphs, and further state and allege as follows:

- 85. Plaintiff **NELSON W. MOGG** was exposed to asbestos-containing products which were manufactured, sold or distributed by the Defendants or their predecessors-in-interest for use as cosmetic talcum body powders. Plaintiffs would show that the defective condition of the products rendered such products unreasonably dangerous, and that the asbestos-containing products were in this defective condition at the time they left the hands of Defendants. Such condition also resulted in a breach of warranty owed to Plaintiff **NELSON W. MOGG** for which the claim is being made.
- 86. These Defendants were engaged in the business of manufacturing, selling or distributing asbestos-containing products without substantial change in the condition in which they were sold, were a proximate cause of Plaintiff **NELSON W. MOGG'S** asbestos-related malignant mesothelioma.
- 87. Defendants knew that the asbestos-containing products would be used without inspection for defects and, by placing them on the market, represented that they would safely perform the function for which they were intended, which must necessarily include safe manipulation, application, and use of the asbestos-containing products.
- 88. Plaintiff **NELSON W. MOGG** was unaware of the hazards and defects in the asbestos-containing products which made them unsafe for purposes of manipulation, handling, and use.

89. During the periods that Plaintiff **NELSON W. MOGG** was exposed to the asbestos-containing products, were being utilized in a manner which was intended by Defendants.

III. THIRD CLAIM FOR RELIEF

COME NOW the Plaintiffs, **NELSON W. MOGG** and **DOOTHY MOGG**, and for their fourth claim for relief against Defendants, reallege and restate all the allegations contained in the previous paragraphs, and further state and allege as follows:

90. The actions and inactions of Defendants and their predecessors-in-interest, as specifically alleged herein above, whether taken separately or together, were of such a character as to constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in damages and Plaintiff NELSON W. MOGG'S asbestos-related malignant mesothelioma. Defendants' conduct was specifically intended by Defendants to cause substantial injury to Plaintiff NELSON W. MOGG, or was carried out by Defendants with a flagrant disregard for the rights of others and with actual awareness on the part of Defendants that the conduct would, in reasonable probability, result in human deaths and/or great bodily harm. More specifically, these Defendants and their predecessors-in-interest consciously and/or deliberately engaged in oppression, willfulness, wantonness and/or malice with regard to Plaintiff NELSON W. MOGG and should be held liable in punitive and exemplary damages to Plaintiffs.

IV. FOURTH CLAIM FOR RELIEF

COME NOW the Plaintiffs, **NELSON W. MOGG** and **DOROTHY MOGG**, and for their fourth claim for relief against all Defendants, reallege and reassert all the allegations contained in the previous paragraphs, and further state and allege as follows:

- 91. At all relevant times, Plaintiff **DOROTHY MOGG** has been the lawfully wedded spouse of **NELSON W. MOGG**.
- 92. As the spouse of **NELSON W. MOGG**, Plaintiff **DOROTHY MOGG** is accustomed to and did receive the love and affection and care from **NELSON W. MOGG** and is dependent on her for the necessities of life that she provides. In addition, she is entitled to and did receive the consortium and society of **NELSON W. MOGG** and other concomitants of married life.
- 93. Notwithstanding their duties to Plaintiff **NELSON W. MOGG**, the Defendants did, as a direct and proximate result of the acts and omissions specified above, cause serious and permanent injuries to Plaintiff **NELSON W. MOGG** and thereby interfered with the relationship of Plaintiffs **NELSON W. MOGG** and **DOROTHY MOGG** as to deprive Plaintiff **DOROTHY MOGG** of those elements of married life she was and is accustomed to receive. Defendants thus grievously injured and damaged this Plaintiff in those particulars of support, devotion, care, society and consortium which she formerly, prior to the injury of **NELSON W. MOGG**, received and which now, because of the injury, she has lost some and/or all, to the damage of Plaintiff **DOROTHY MOGG**.

V. DAMAGES

- 94. The conduct of Defendants, as alleged hereinabove, was a direct, proximate and producing cause of the damages resulting from the asbestos-related malignant mesothelioma of Plaintiff **NELSON W. MOGG**, and of the following general and special damages, including, but not limited to:
 - (a) Plaintiff **NELSON W. MOGG** suffers great physical pain and mental anguish;

- (b) Plaintiff **NELSON W. MOGG** is incurring hospital and/or medical and/or pharmaceutical and/or other expenses due to the progressively disabling character of his asbestos-related malignant mesothelioma;
- (c) Plaintiff **NELSON W. MOGG** suffers physical impairment due to the disabling character of asbestos-related malignant mesothelioma;
- (d) Plaintiff **NELSON W. MOGG** suffers permanent partial disability and has become permanently disabled due to the progressive character of his asbestos-related malignant mesothelioma;
- (e) Plaintiff **NELSON W. MOGG** requires medical monitoring to survey progression of her asbestos-related malignant mesothelioma;
- (f) Prior to the onset of his symptoms, Plaintiff **NELSON W. MOGG** was extremely active and participated in numerous hobbies and activities, and as a result of his asbestos-related malignant mesothelioma, Plaintiff is prevented from engaging in some of said activities which are normal to his prior to developing symptoms from asbestos-related malignant mesothelioma. Plaintiff had been enjoying the benefits of a full and complete life prior to his diagnosis;
- (g) Spouse **DOROTHY MOGG** will suffer for the rest of her and **NELSON W. MOGG'S** life and will continue to suffer loss of consortium, including but not limited to, loss of services, marital relations, society, comfort, companionship, love and affection of Plaintiff **NELSON W. MOGG**, and is suffering severe mental and emotional distress and general nervousness as a result thereof; and
- (h) Plaintiff, **NELSON W. MOGG** seeks punitive and exemplary damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, **NELSON W. MOGG** and **DOROTHY MOGG** demand judgment against the Defendants, and each of them, jointly and severally, for general and special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), for punitive and exemplary damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), for their costs expended herein, for pre-judgment interest, and post-judgment interest on the judgment at the rate allowed by law, and for such other and further relief, both at law and in equity, to which Plaintiffs may show themselves to be justly entitled.

Dated: 22824

Respectfully submitted,

John Zelost, OBA No. 9991 ZELBST, HOMES & BUTLER

P.O. Box 365

Lawton, Oklahoma 73502

580-248-4844

580-248-6916 Facsimile

-and-

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Attorney for Plaintiffs, NELSON W. MOGG and DOROTHY MOGG

ATTORNEYS' LIEN CLAIMED
JURY TRIAL DEMANDED