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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Richland County
Court of Common Pleas

Jean Hoefer Toal, Circuit Court Judge

Case No. 2022-CP-40-03834
Appellate Case No. 2023-001096

Donna B. Welch, individually and as Personal Representative of the Estate of
Melvin G. Welch, deceased,

Respondent,

v.

Advance Auto Parts, Inc., American Honda Motor Co., Inc., Atlas Asbestos Co,
Atlas Turner, Inc. as successor to Atlas Asbestos Co, a foreign company, Bahnson,
Inc., Covil Corporation, Daniel International Corporation, Davis Mechanical
Contractors, Inc., Ellington Insulation Company, Inc., Fluor Constructors
International f/k/a Fluor Corporation, Fluor Constructors International, Inc., Fluor
Daniel Services Corporation, Fluor Enterprises, Inc., General Parts, Inc.
individually and as successor-in-interest to Carquest Corporation, Goodrich
Corporation f/k/a The B. F. Goodrich Company, The Goodyear Tire & Rubber
Company, Graybar Electric Company, Inc., Honeywell International, Inc.
individually and as successor-in-interest to Allied Signal, Inc., as successor to
Bendix Corporation, Morse Tec LLC f/k/a Borgwarner Morse Tec LLC, and
successor-by-merger to Borg-Warner Corporation, Occidental Chemical
Corporation as successor to Durez Corporation, O'reilly Automotive Stores, 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, Pneumo Abex
LLC successor-in-interest to Abex Corporation, Redco Corporation f/k/a Crane
Co., Reinz Wisconsin Gasket LLC f/k/a and/or successor to Reinz Wisconsin
Gasket Co. and Wisconsin Gasket Manufacturing Co., a wholly owned subsidiary
of Dco LLC, Rust Engineering & Construction, Inc., Rust International Inc.,
Southern Insulation, Inc., Spirax Sarco, Inc., Union Carbide Corporation, Westrock
MWV, LLC individually and as successor-in-interest to Westvaco, ZF Active
Safety US Inc. f/k/a Kelsey-Hayes Company,

Defendants,

Of which Atlas Turner, Inc. is the

Appellant.

RECORD ON APPEAL
VOLUME 1 (PAGES 1-500)

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
MELVIN G. WELCH and DONNA B. WELCH,	)	C/A NO. 2022-CP-40-03834
	)	
Plaintiffs,	)	<i>In Re:</i>
	)	Asbestos Personal Injury Litigation
v.	)	Coordinated Docket
	)	
3M COMPANY, et al.	)	
	)	
Defendants.	)	

ORDER HOLDING ATLAS TURNER, INC. IN CONTEMPT

Atlas Turner, Inc. ("Atlas") is a defendant in the above referenced matter. On April 19, 2023, this Court, in open court ordered Atlas to appear for a deposition so that this matter could be prepared for trial.

Atlas failed to produce a witness as ordered by the Court. Atlas has also refused to identify a witness or a date on which it will produce a witness. Moreover, Atlas has wholly failed to produce any documents as requested by the 30(b)(6) notice properly served on it.

On May 4, 2023, in an attempt to resolve Atlas' intransigence, this Court held a status conference. Counsel for Atlas and counsel for Plaintiff were present. This Court attempted to ascertain Atlas' positions on these matters and whether Atlas would participate in discovery or otherwise comply with this Court's orders. After a comprehensive discussion it was clear to this Court that Atlas does not intend to participate in this matter and that this Court's orders on discovery will continue to be ignored.

During the status conference, Plaintiffs' counsel requested that this Court hold Atlas in contempt of Court. In response, Atlas relied in part on the arguments set forth in its prior filings.

LAW AND ANALYSIS

A determination of contempt resides in the sound discretion of the trial judge. *Hook v. South Carolina Dept. of Health and Environmental Control*, 439 S.C. 52 (Ct. App. March 15, 2023). "Courts have no more important function to perform in the administration of justice than to ensure their orders are obeyed." *Id.* The power of a court to punish for contempt "is essential to the preservation of order in judicial proceedings and to the enforcement of the judgments, orders and writs of the courts, and consequently to the due administration of justice." *Miller v. Miller*, 375 S.C. 443 (Ct. App. 2007).

Here there is no dispute that Atlas has violated this Court's orders. Moreover, Atlas has indicated that it does not intend to comply with those orders in the future.

In light of Atlas' position, this Court has no choice but to find Atlas in contempt of court. In light of this finding, the Court directs Plaintiffs' counsel, not later than Monday, May 22, 2023, to submit briefing to this Court identifying the requested sanction this Court should impose on Atlas and for any other relief requested.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE FOLLOWS]



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Other

So Ordered

Jean H. Toal

Electronically signed on 2023-05-11 15:39:42 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP4003834

Melvin G Welch et al
PLAINTIFF(S)

3M Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Atlas Turner Inc.'s 5/22/2023 Motion to Reconsider and Vacate the Court's Contempt Order of 5/11/2023 is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/16/2023 .

Bendix Corporation
Allied Signal Inc
Carborundum Company
Durez Corporation
Grand Auto Supply
Kragen Auto Parts
Csk Auto Inc
Bridgestone Firestone North American Tire Llc
Viacom Inc
Westinghouse Electric Corporation
Viacomcs Inc
Cbs Corporation
Monsanto Company
Pharmacia Corporation
Abex Corporation
Crane Co
Riley Stoker Corporation
Da Riley Inc
Babcock Borsig Power Inc
Victor Gasket Manufacturing Company
Norton Company
Square D Company
Westvaco
Atlas Asbestos Co
Carolina Industrial Insulating Co
Kelsey Hayes Company
Carquest Corporation
Prestolite Performance Llc
Hayes Performance Brakes
Napa
Enstar Holdings Us Inc
Reinz Wisconsin Gasket Llc
Dco Llc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Electronic Form 4

So Ordered

Jean H. Toal

Electronically signed on 2023-06-16 12:42:57 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
MELVIN G. WELCH and	)	C/A NO. 2022-CP-40-03834
DONNA B. WELCH	)	
	)	
Plaintiffs,	)	
v.	)	
	)	ORDER STRIKING ATLAS TURNER'S
3M COMPANY	)	ANSWER
f/k/a MINNESOTA MINING AND	)	
MANUFACTURING COMPANY, et al.	)	
	)	
Defendants.	)	
_____	)	

BACKGROUND

On May 11, 2023, this Court found Atlas Turner, Inc. f/k/a Atlas Asbestos Company ("Atlas") to be in contempt of Court. The Court based its contempt order on Atlas' flat refusal to comply with this Court's orders to produce documents, a witness or otherwise participate in discovery. As part of this Court's order on contempt, the Court ordered Plaintiffs to brief the issue of the sanction requested.

On May 11, 2023, Plaintiffs filed their brief requesting that this Court strike Atlas' pleadings. Atlas' response was filed on May 15, 2023 and Plaintiffs' reply was filed on May 18, 2023. The Court reviewed and considered all of the briefing and evidence of the parties.

As set forth by this Court in its contempt order, Atlas failed to produce a witness as ordered by the Court. Atlas has also refused to identify a witness or a date on which it will

produce a witness. Moreover, Atlas has wholly failed to produce any documents as requested by the 30(b)(6) notice properly served on it.

On May 4, 2023, in an attempt to resolve Atlas' intransigence, this Court held a status conference. Counsel for Atlas and counsel for Plaintiff were present. This Court attempted to ascertain Atlas' positions on these matters and whether Atlas would participate in discovery or otherwise comply with this Court's orders. After a robust discussion with the parties, it was clear to this Court that Atlas does not intend to participate in this matter and that this Court's orders on discovery will continue to be ignored. In fact, on June 15, 2023, Counsel for Atlas confirmed that Atlas will not produce a witness or participate in any discovery.

LAW AND ANALYSIS

"The rights of discovery provided by the Rules give the trial lawyer the means to be prepared for trial." *Downey v. Dixon*, 294 S.C. 42, 46, 362 S.E.2d 317, 319 (Ct. App. 1987). "Where these rights are not accorded, prejudice must be presumed and, unless the party who has failed to submit to discovery can show a lack of prejudice," sanctions must be imposed. *Id.* Without adequate sanctions, discovery procedures would be ineffectual. *Id.* As a result, over leniency must be avoided. *Id.* "If a party fails to obey an order or provide or permit discovery, the trial court may impose sanctions such as striking pleadings, dismissing the action, or rendering a default judgment." *Griffin Grading & Clearing, Inc. v. Tire Serv. Equipment Mfg. Co., Inc.*, 334 S.C. 193, 198, 511 S.E.2d 716, 718 (Ct. App. 1999).

"In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *Id.* at 199, 511 S.E.2d at 719. In *Samples v. Mitchell*, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997), the South Carolina Court of Appeals stated "[t]he entire thrust of the

discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party.” *Id.* “Discovery sanctions are imposed to penalize those whose conduct may be deemed to warrant such a sanction, and to deter those who might be tempted to such conduct in the absence of such a deterrent.” *Creighton v. Coligny Plaza Ltd. P’ship*, 334 S.C. 96, 123, 512 S.E.2d 510, 524 (Ct. App. 1998).

Atlas has failed to produce a witness. Indeed, it has articulated its intent not to over and over again. Atlas has refused to participate in meaningful discovery. It has refused to produce documents. Given this intentional and willful refusal to participate in discovery, the court hereby strikes Atlas’ pleadings.

AND IT IS SO ORDERED.

[JUDGE’S SIGNATURE PAGE FOLLOWS]



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Other

So Ordered

Jean H. Toal

Electronically signed on 2023-06-20 14:22:52 page 4 of 4

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **IN THE COURT OF COMMON PLEAS**
)
) **FOR THE FIFTH JUDICIAL CIRCUIT**

MELVIN G. WELCH and
DONNA B. WELCH

Plaintiffs,

v.

3M COMPANY
 f/k/a MINNESOTA MINING AND
 MANUFACTURING COMPANY, et al.

Defendants.

C/A NO. 2022-CP-40-03834

ORDER ON PLAINTIFFS' MOTION TO APPOINT A RECEIVER

This order follows the Court's order finding Atlas Turner Inc. f/k/a Atlas Asbestos Company ("Atlas") in contempt of court and this Court's entry of an order striking Atlas' pleadings. Before the Court is Plaintiffs' Motion to Appoint a Receiver over Atlas Turner, Inc. f/k/a Atlas Asbestos Company, Ltd ("Atlas").

BACKGROUND

For the reasons set for below, the Court grants Plaintiffs motion to appoint a receiver over the Insurance Assets¹ of Atlas. Peter Protopapas is appointed as receiver over those Insurance Assets and the Court expects anyone or any entity having information or materials which are

¹ This term is defined below.

reasonably calculated to lead to the discovery of admissible evidence to cooperate with this Court's Receiver in locating and marshalling those assets.

PROCEEDURAL BACKGROUND

On May 11, 2023, this Court found Atlas to be in contempt of Court. The Court based its contempt order on Atlas' flat refusal to comply with this Court's orders to produce documents, a witness or otherwise participate in discovery. As part of this Court's order on contempt, the Court ordered Plaintiffs to brief the issue of the sanction requested.

On May 11, 2023, Plaintiffs filed their brief requesting that this Court strike Atlas' pleadings. Atlas' response was filed on May 15, 2023 and Plaintiffs' reply was filed on May 18, 2023. After considering the briefing of the parties, this Court determined that striking Atlas' answer was the appropriate sanction for contempt of this Court's orders.

Now, having struck Atlas' answer, Atlas is in default.²

LAW AND ANALYSIS

A. Appointment of a Receiver is Appropriate and Warranted

The South Carolina receivership statute provides in relevant part that a receiver may be appointed in cases in accordance with "existing practice." S.C. Code Ann. 15-65-10(5).³

² The process of actually entering default judgment is merely a ministerial process. In the absence of an answer, default is nothing more than that ministerial act. *Stark Truss Co., Inc. v. Superior Const. Corp.* 360 S.C. 503 (Ct. App. 2004)

³ A receiver is also available to carry a judgment into effect, which is the practical result of the coming default following the unopposed striking of Atlas' answer. Atlas further argues that there is no evidence of its insolvency, yet it refuses to comply with this Court's orders to discovery that and many other issues. The Court does not believe it is appropriate for Atlas to use this refusal as a sword. Regardless, other elements of the receivership statute are satisfied and thus, this argument is unavailing.

Historically, receivers are appointed by courts sitting in equity in order to ensure a fair result. *First Carolinas Joint Stock Land Bank of Columbia v. Knotts*, 191 S.C. 384 (1939). Indeed, “[t]he right to have a receiver appointed is an ancient one” *Pelzer v. Hughes*, 27 S.C. 408 (1887) But where, as here, Atlas’ has been struck, and thus only a ministerial action being left for Atlas to be in judgment, a receiver to take possession of and, to the extent necessary, litigate Atlas’ insurance assets is exactly the type of historical circumstances, the Court’s of this state have found appropriate. Specifically, where, as here, a debtor, solvent or otherwise,

is trying to defeat his creditors by an act or course of conduct which indicates moral fraud—a conscious intent to defeat, delay or hinder creditors in the collection of debts—then a court will grant any relief within its jurisdiction appropriate and effective to protect creditors against the fraud without requiring the creditor to run the risk of losing his debt from the delay of obtaining judgment and return of nulla bona on the execution.

Virginia Carolina Chemical v. Hunter, 84 S.C. 214 (1909).

Here it is exactly the moral fraud of Atlas’ personal jurisdiction claims, exposed by decades of opinions dismissing those very assertions and Atlas continued refusal to participate in this that warrants the appointment of a receiver.

Thus, where there is active wrongdoing and illegal refusal to comply with this Court’s orders, the appointment of a receiver is appropriate.

As Plaintiffs have requested, a receiver appointed here would have the authority to administer “any insurance assets” including “any claims related to the actions or failure to act of Atlas’s insurance carriers.” This Court’s view of the scope of a receiver’s authority is not unique. The United States Supreme Court recognized in *Porter v. Sabin*, 149 U.S. 473 (1893) that “[t]he whole property of the corporation [is] within the jurisdiction of the court which appointed the receiver, **including all its rights of action**, except so far as already lawfully disposed of under

orders of that court, [and] remains in its custody, to be administered and distributed by it.” *Id.* at 480 (emphasis added).

That the South Carolina receivership references “property within this state” is not a limitation on the Receiver’s authority in this case. Instead, the statutory reference is consistent with principles of comity, which deter a state court from reaching beyond a state’s borders and asserting jurisdiction over such property located in another jurisdiction. These same principles of comity support a state court’s authority to vest a statutory receiver to assert an insolvent corporation’s rights of action. See *e.g. Hirson v. United Stores Corp.* 263 A.D. 646, 34 N.Y.S.2d 122 (App. Div. 1st Dep. 1942), *aff’d* 43 N.E.2d 712 (N.Y. App. Ct. 1942) (holding that title to choses in action held by a receiver appointed pursuant to Delaware law would be afforded “full faith and credit”). That is the authority given to be given the receiver here.

That authority includes the insurance assets of Atlas. Even assuming Atlas’ interpretation of §15-65-10 is correct, to the extent they exist, Atlas’ Insurance Assets⁴ would be intended to protect the lives, interests and property within South Carolina. The result is that the insuring assets are subject to the laws of South Carolina, including the duly appointed Receiver.

S.C. Code Ann §38-61-10 states that

[a]ll contracts of insurance on property, lives, or interests in this state are considered to be made in the State and all contracts of insurance the applications for which are taken within this State are considered to have been made within this State and are subject to the laws of this State.

⁴ For purpose of clarity, this Court defines “Insurance Assets” as any insurance policy, proceeds of insurance policies, claims relating to such insurance policies, including but not limited to, claims relating to any breaches of duty relating to those policies, information relating to those insurance policies including, but not limited to mail, files of counsel, or other information which is reasonably calculated to lead to the discovery of admissible evidence about those insurance policies or any other assets which are related to, touch or are otherwise relevant to such insurance.

In interpreting §38-61-10, the South Carolina Supreme Court held that “[i]t is immaterial where the contract was entered into. Further there is no requirement that the policyholders or insurers be citizens of South Carolina. What is solely relevant is where the property, lives, or interests insured are located.” *Sangamo Weston v. Nat’l Sur. Corp.*, 307 S.C. 143, 149, 414 S.E.2d 127, 130 (1992)(Toal, C.J). The result is that “South Carolina substantive law governs [the insuring assets of Atlas]” *Id.*⁵ Thus the appointment of a receiver over those assets is appropriate.

B. Due Process has not and will not be violated

Atlas continues to ignore the jurisprudence of this state which directly addresses its due process argument. Atlas ignores, again, the teachings of the South Carolina Supreme Court in *Sangamo*.

Just as here, *Sangamo* argued that §38-61-10 was “unconstitutional.” *Id.* at 131. The South Carolina Supreme Court there opined that

insuring property, lives and interests in South Carolina constitutes a significant contact with this state. South Carolina has a substantial interest in who bears the liability for operations conducted in this state which result in injury to South Carolina property and citizens. Although the parties are not residents of this state, both parties availed themselves of the law of South Carolina when they respectively provided or received insurance on interests located in this state.

Id. Atlas sold its poison throughout the United States well knowing that it would end up in the workplaces of working men and women throughout the nation, including sales, specifically to South Carolina. Therefore, under the statutory scheme of this state and its interpreting precedent,

⁵ As more fully set forth above, the funds at issue appear to be the proceeds from settlements involving insurance contracts designed to protect lives, interests and property within the state and thus would also be governed by substantive South Carolina law.

whatever insuring assets of Atlas exist and related claims are subject to the substantive law of South Carolina and nothing about that result is violative of due process.

POWERS OF THE RECEIVER

As set forth above, the powers afforded to the receiver here are all related to the insurance assets of Atlas. Therefore, this Court hereby orders that Peter Protopapas be and hereby is appointed Receiver in this case with the power and authority fully administer all insurance assets of Atlas Turner, Inc. and any subsidiaries, accept service on behalf of Atlas, engage counsel on behalf of Atlas and take any and all steps necessary to protect the interests of Atlas whatever they may be. This order includes the right and obligation to administer any insurance or indemnification assets of Atlas as well as any claims related to the actions or failure to act of Atlas insurance carriers or other entities, including, but not limited to the officers, directors and/or shareholders of Atlas against which the Atlas may have claims.

In addition to the powers of the Receiver set forth herein, the Receiver shall have the following rights, powers and authority, insofar as they are related to the discovery of and recovery of insurance assets, to: 1) open any mail which is reasonably believed to contain information relating to insurance assets addressed to the defendant and addressed to any business owned by the Atlas; redirect the delivery of any such mail addressed to the Atlas or any business of the Atlas, so that such mail may come directly to the receiver; 2) endorse and cash all checks and negotiable instruments payable to Atlas relating to insurance assets; 3) obtain from any financial institution, bank, credit union, savings and loan or title, credit bureau or any other third party, any financial records belonging to or pertaining to the insurance assets of Atlas; 4) hire any person necessary to accomplish any right or power under this Order; and 5) take all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises wherein any property

of Atlas may be situated, and to review and obtain copies of all documents related to insurance assets of Atlas.

The Court expects the Receiver to investigate the existence of all insurance or indemnifications coverages or claims relating thereto which are potentially available to Atlas. The Receiver will provide potential insurers or indemnifiers with lists of work sites, contractors, and insurance brokers and agents to facilitate the insurers' searches for coverage (specifically including coverage provided to any related or subsidiary companies of Atlas or any entity for whom Atlas did work or supplied materials or licensed products or the use thereof as an "additional insured" under coverage written to another entity). The Court expects all insurers or indemnifiers to comply with subpoenas issued by this Court and its Receiver in effectuating these thorough searches.

This Court notes that under the *Barton* doctrine, suit against the Receiver outside of this Court is expressly prohibited.

CONCLUSION

For the foregoing reasons, the appointment of a receiver for Atlas to marshal all of the available insurance assets, including claims related thereto and any other property subject to this receivership of Atlas and its subsidiaries, successors, and assigns, is appropriate. Peter Protopapas is hereby appointed the receiver over Atlas consistent with this order.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE FOLLOWS]



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Appointment of Receiver

So Ordered

Jean H. Toal

Electronically signed on 2023-06-20 14:50:19 page 8 of 8

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP4003834

Melvin G Welch et al
PLAINTIFF(S)

3M Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Atlas Turner Inc.'s Motion to Reconsider the June 20, 2023 Order Striking Atlas Turner's Answer is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/28/2023 .

Bendix Corporation
Allied Signal Inc
Carborundum Company
Durez Corporation
Grand Auto Supply
Kragen Auto Parts
Csk Auto Inc
Bridgestone Firestone North American Tire Llc
Viacom Inc
Westinghouse Electric Corporation
Viacomcs Inc
Cbs Corporation
Monsanto Company
Pharmacia Corporation
Abex Corporation
Continental Insurance Company
Federal Insurance Company
Enstar (Us) Inc
Maryland Casualty Company
Zurich American Insurance Co
Peter D Protopapas Receiver
Atlas Asbestos Company Ltd
Atlas Turner Inc
Melvin G Welch Estate
Donna B Welch Pts
Crane Co
Riley Stoker Corporation
Dlr Riley Inc
Babcock Borsig Power Inc
Victor Gasket Manufacturing Company
Norton Company
Square D Company
Westvac

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Electronic Form 4

So Ordered

Jean H. Toal

Electronically signed on 2023-06-28 11:51:19 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP4003834

Melvin G Welch et al
PLAINTIFF(S)

3M Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Atlas Turner Inc.'s Motion to Reconsider the June 21, 2023 Order on Plaintiff's Motion to Appoint a Receiver is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/28/2023 .

Bendix Corporation
Allied Signal Inc
Carborundum Company
Durez Corporation
Grand Auto Supply
Kragen Auto Parts
Csk Auto Inc
Bridgestone Firestone North American Tire Llc
Viacom Inc
Westinghouse Electric Corporation
Viacomcs Inc
Cbs Corporation
Monsanto Company
Pharmacia Corporation
Abex Corporation
Continental Insurance Company
Federal Insurance Company
Enstar (Us) Inc
Maryland Casualty Company
Zurich American Insurance Co
Peter D Protopapas Receiver
Atlas Asbestos Company Ltd
Atlas Turner Inc
Melvin G Welch Estate
Donna B Welch Prr
Crane Co
Riley Sloker Corporation
Dlr Riley Inc
Babcock Borsig Power Inc
Victor Gasket Manufacturing Company
Norton Company
Square D Company
Westvac

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Electronic Form 4

So Ordered

Jean H. Toal

Electronically signed on 2023-06-28 11:56:49 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MELVIN G. WELCH and DONNA B. WELCH,	)	
	)	C/A No.: 2022-CP-40-03834
Plaintiffs,	)	
	)	
v.	)	AMENDED ORDER
	)	
3M COMPANY, et al.,	)	
	)	
Defendants.	)	

The Plaintiff has withdrawn its motion for the lifting of the stay regarding Defendant Atlas Turner Inc. f/k/a Atlas Asbestos Company, Ltd., and its affiliates, (Atlas). Atlas has appealed to the Court of Appeals in this matter for a previous order of this Court establishing Receivership. This Court find the matters related to the potential liquidation of assets of the receivership may be addressed by this Court despite the appeal. Consequently, this Court orders Atlas and its affiliates to refrain from liquidating or divesting any of its insurance assets, under the current protection of the Receiver, until further classification of the legal issues pending before the Court of Appeals is made.

The Court also orders Atlas to identify and set forth all applicable insurance policies and assets applicable to this case.

This Order must be immediately obeyed.

AND IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE FOLLOWS]



Richland Common Pleas

Case Caption: Melvin G Welch , plaintiff, et al vs 3M Company , defendant, et al
Case Number: 2022CP4003834
Type: Order/Amend

So Ordered

Jean H. Toal

Electronically signed on 2023-09-08 16:57:42 page 2 of 2

ELECTRONICALLY FILED - 2023 Sep 11 9:45 AM - RICHLAND - COMMON PLEAS - CASE#2022CP4003834

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH,

Plaintiffs,

v.

3M COMPANY

ACCEL PERFORMANCE GROUP LLC

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.

BELDEN INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

CAROLINA TOOL COMPANY

COPELAND CORPORATION LLC

COVIL CORPORATION

DANIEL INTERNATIONAL CORPORATION

DAVIS MECHANICAL CONTRACTORS,
INC.

C/A NO. 2022-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SUMMONS

DCO LLC)
)
EATON CORPORATION)
)
ELLINGTON INSULATION COMPANY,)
INC.)
)
FISHER CONTROLS INTERNATIONAL LLC)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FORD MOTOR COMPANY)
)
GENERAL ELECTRIC COMPANY)
)
GENERAL PARTS, INC.)
)
GENUINE PARTS COMPANY)
)
GOODRICH CORPORATION)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
)
GRAYBAR ELECTRIC COMPANY, INC.)
)
HEAT & FROST INSULATION COMPANY,)
INC.)
)
HENNESSY INDUSTRIES, LLC)
)
HONEYWELL INTERNATIONAL, INC.)
)
INDUSTRIAL HOLDINGS CORPORATION)
)
JOHNSON CONTROLS, INC.)
)
MERITOR, INC.)
)

METROPOLITAN LIFE INSURANCE	)
COMPANY	)
MORSE TEC LLC	)
MW CUSTOM PAPERS, LLC	)
OCCIDENTAL CHEMICAL CORPORATION	)
O'REILLY AUTO ENTERPRISES, LLC	)
O'REILLY AUTOMOTIVE STORES, INC.	)
PARAMOUNT GLOBAL	)
PFIZER, INC.	)
PHARMACIA LLC	)
PIEDMONT INSULATION, INC.	)
PNEUMO ABEX LLC	)
REDCO CORPORATION	)
RILEY POWER INC.	)
ROCKWELL AUTOMATION INC.	)
RUST ENGINEERING & CONSTRUCTION,	)
INC.	)
RUST INTERNATIONAL INC.	)
SAINT-GOBAIN ABRASIVES, INC.	)
SCHNEIDER ELECTRIC USA, INC.	)
SOUTHERN INSULATION, INC.	)
SPIRAX SARCO, INC.	)
UNION CARBIDE CORPORATION	)
VISTRA INTERMEDIATE COMPANY LLC	)
WESTROCK MWV, LLC	)

WIND UP, LTD.

ZF ACTIVE SAFETY US 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,

/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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Dallas, TX 75202

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Other email: drector@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

July 25, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH

Plaintiffs,

v.

3M COMPANY
f/k/a MINNESOTA MINING AND
MANUFACTURING COMPANY

ACCEL PERFORMANCE GROUP LLC
f/k/a PRESTOLITE PERFORMANCE LLC,
successor to HAYES PERFORMANCE
BRAKES

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.
as successor to ATLAS ASBESTOS CO, a
foreign company

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.
f/k/a GUY M. BEATY & CO.

BELDEN INC.
d/b/a BELDEN 2010 INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC
f/k/a BRIDGESTONE FIRESTONE NORTH
AMERICAN TIRE, LLC

C/A NO. 2022-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

COMPLAINT

(Jury Trial Demanded)

CAROLINA TOOL COMPANY	)
	)
COPELAND CORPORATION LLC	)
	)
COVIL CORPORATION	)
	)
DANIEL INTERNATIONAL	)
CORPORATION	)
	)
DAVIS MECHANICAL CONTRACTORS,	)
INC.	)
	)
DCO LLC	)
individually and as successor-in-interest to	)
VICTOR GASKET MANUFACTURING	)
COMPANY	)
	)
EATON CORPORATION	)
	)
ELLINGTON INSULATION COMPANY,	)
INC.	)
	)
FISHER CONTROLS INTERNATIONAL	)
LLC	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL	)
f/k/a FLUOR CORPORATION	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FORD MOTOR COMPANY	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GENERAL PARTS, INC.	)
individually and as successor-in-interest to	)
CARQUEST CORPORATION	)
	)
GENUINE PARTS COMPANY	)
d/b/a NAPA	)

GOODRICH CORPORATION
f/k/a THE B. F. GOODRICH COMPANY

**THE GOODYEAR TIRE & RUBBER
COMPANY**

GRAYBAR ELECTRIC COMPANY, INC.

**HEAT & FROST INSULATION
COMPANY, INC.**

HENNESSY INDUSTRIES, LLC
f/k/a HENNESSY INDUSTRIES, INC.

HONEYWELL INTERNATIONAL, INC.
individually and as successor-in-interest to
ALLIED SIGNAL, INC., as successor to
BENDIX CORPORATION

**INDUSTRIAL HOLDINGS
CORPORATION**
f/k/a THE CARBORUNDUM COMPANY

JOHNSON CONTROLS, INC.

MERITOR, INC.
f/k/a ARVINMERITOR, INC., successor-in-
interest to the former automotive products
segment of ROCKWELL INTERNATIONAL
CORPORATION

**METROPOLITAN LIFE INSURANCE
COMPANY**
a wholly owned subsidiary of METLIFE INC.

MORSE TEC LLC
f/k/a BORGWARNER MORSE TEC LLC, and
successor-by-merger to BORG-WARNER
CORPORATION

MW CUSTOM PAPERS, LLC
individually and as successor-in-interest to
MEADWESTVACO

**OCCIDENTAL CHEMICAL
CORPORATION**

as successor to DUREZ CORPORATION)
)
O'REILLY AUTO ENTERPRISES, LLC)
 individually and as successor-in-interest, parent,)
 alter ego and equitable trustee of KRAGEN)
 AUTO PARTS, GRAND AUTO SUPPLY,)
 O'REILLY AUTO PARTS and CSK AUTO,)
 INC.)
)
O'REILLY AUTOMOTIVE STORES, 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)
)
PFIZER, INC.)
)
PHARMACIA LLC)
 f/k/a PHARMACIA CORPORATION f/k/a)
 MONSANTO COMPANY)
)
PIEDMONT INSULATION, INC.)
)
PNEUMO ABEX LLC)
 successor-in-interest to ABEX CORPORATION)
)
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)
)
ROCKWELL AUTOMATION INC.)
 individually and as successor-in-interest to)
 ALLEN-BRADLEY COMPANY LLC, f/k/a)
 ROCKWELL INTERNATIONAL)
 CORPORATION)
)
RUST ENGINEERING &)
CONSTRUCTION, INC.)
)

RUST INTERNATIONAL INC.	)
	)
SAINT-GOBAIN ABRASIVES, INC.	)
f/k/a NORTON COMPANY	)
	)
SCHNEIDER ELECTRIC USA, INC.	)
f/k/a SQUARE D COMPANY	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
UNION CARBIDE CORPORATION	)
	)
VISTRA INTERMEDIATE COMPANY	)
LLC	)
individually and as successor-in-interest to	)
CRSS INC.	)
	)
WESTROCK MWV, LLC	)
individually and as successor-in-interest to	)
WESTVACO	)
	)
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	)
	)
Defendants.	)
	)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, MELVIN G. WELCH and DONNA B. WELCH (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 Melvin G. Welch has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of his father Willis G. Welch's work with and around asbestos-containing products, which caused asbestos containing dust to cover his father's clothing, vehicle, and body which he brought home to Plaintiff Melvin G. Welch, who was then exposed to said asbestos dust and fibers. Plaintiff's exposure also occurred as a result of his own work 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; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. 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.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Melvin G. Welch and his father, Willis G. Welch, experienced

occupational exposure as a result of working with and around others 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 Plaintiff Melvin G. Welch, as an instrumentation specialist helper and his father, Willis G. Welch, as a welder, on to Defendant’s premises to perform construction work for Defendant’s benefit. Plaintiff and his father were invitees who had express permission to enter Defendant’s 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 Melvin G. Welch’s mesothelioma.

5. 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 Melvin G. Welch and his father Willis G. Welch 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.”

6. 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.

7. 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, with which Plaintiff's father Willis G. Welch, worked, and as a result were exposed to asbestos.

8. 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 Melvin G. Welch 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.

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 Melvin G. Welch 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. In addition to being exposed through his own work, Plaintiff Melvin G. Welch was exposed to asbestos through asbestos dust and fibers brought home on his father's work clothes, from asbestos dust in his father's vehicle and asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained in their home. His exposure to asbestos dust and fibers occurred through his father's work clothing and person when greeting him at the end of his father's workday, through spending time in his 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's home.

11. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

12. Neither Plaintiffs, nor Plaintiff's father Willis G. Welch, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

13. Both Plaintiff Melvin G. Welch and his father Willis G. Welch 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 Premises Defendants. Plaintiff's father Willis G. Welch brought asbestos home with him on his person and clothing, which caused Plaintiff Melvin G. Welch to be exposed to asbestos.

14. 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
ACCEL PERFORMANCE GROUP LLC	PRESTOLITE PERFORMANCE LLC and HAYES PERFORMANCE BRAKES
ATLAS TURNER, INC.	ATLAS ASBESTOS CO
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BELDEN INC.	BELDEN 2010 INC.
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL PARTS, INC.	CARQUEST CORPORATION
GENUINE PARTS COMPANY	NAPA
GOODRICH CORPORATION	THE B. F. GOODRICH COMPANY
HENNESSY INDUSTRIES, LLC	HENNESSY INDUSTRIES, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY
MERITOR, INC.	ARVINMERITOR, INC. and ROCKWELL INTERNATIONAL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.

DEFENDANT	ALTERNATE ENTITY
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
MW CUSTOM PAPERS, LLC	MEADWESTVACO
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
O'REILLY AUTO ENTERPRISES, LLC	KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS, and CSK AUTO, INC.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PHARMACIA LLC	PHARMACIA CORPORATION and MONSANTO COMPANY
PNEUMO ABEX, LLC	ABEX CORPORATION
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 INTERNATIONAL CORPORATION
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.

DEFENDANT	ALTERNATE ENTITY
WESTROCK MWV, LLC	WESTVACO
WIND UP, LTD.	PIPE AND BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY

15. 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.

16. 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 asbestos-containing products over a period of time.

17. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

18. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has 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 Melvin G. Welch's medical treatment is ascertained.

19. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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.

20. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States armed forces 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 Melvin G. Welch's United States armed forces 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.

THE PARTIES

21. Plaintiffs Melvin G. Welch and Donna B. Welch are currently residents of the State of South Carolina. Plaintiff Melvin G. Welch was exposed to asbestos as a result of his father Willis G. Welch's career at various job sites, including but not limited to, locations in South Carolina. Plaintiff was exposed to asbestos dust and fibers taken home on his father, from asbestos dust in his father's vehicle, asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained. Plaintiff Melvin G. Welch was also exposed to asbestos during the course of his own career at various job sites, including but not limited to, locations in multiple states, including but not limited to South 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 tape and 3M asbestos-containing products, including but not limited to auto body sealer. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ACCEL PERFORMANCE GROUP LLC**, f/k/a PRESTOLITE PERFORMANCE LLC, successor to HAYES PERFORMANCE BRAKES, was and is a Delaware limited liability company with its principal place of business in Kentucky. At all times material hereto, ACCEL PERFORMANCE GROUP LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing Hayes performance brakes. ACCEL PERFORMANCE GROUP LLC is sued as a Product Defendant. Plaintiffs' claims against ACCEL PERFORMANCE GROUP LLC arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ADVANCE AUTO PARTS, INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ADVANCE AUTO PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets. ADVANCE AUTO PARTS, INC. is sued as a Product Defendant. Plaintiffs' claims against ADVANCE AUTO PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **AMERICAN HONDA MOTOR CO., INC.**, was and is a California corporation with its principal place of business in California. At all times material hereto, AMERICAN HONDA MOTOR CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AMERICAN HONDA MOTOR CO., INC. is sued as a Product Defendant. Plaintiffs' claims against AMERICAN HONDA MOTOR CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **ATLAS ASBESTOS CO**, 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 ASBESTOS CO mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, raw asbestos fibers. ATLAS ASBESTOS CO is sued as a Product Defendant. Plaintiffs' claims against ATLAS ASBESTOS CO arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ATLAS TURNER, INC.**, as successor to ATLAS ASBESTOS CO, 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS TURNER, INC. is sued as a Product Defendant. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **AUTOZONE, INC.**, was and is a Nevada corporation with its principal place of business in Tennessee. At all times material hereto, AUTOZONE, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AUTOZONE, INC. is sued as a Product Defendant. Plaintiffs' claims against AUTOZONE, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **BELDEN INC.**, d/b/a BELDEN 2010 INC., was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN INC. is sued as a Product Defendant. Plaintiffs' claims

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

32. Defendant, **BELDEN WIRE & CABLE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN WIRE & CABLE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN WIRE & CABLE COMPANY is sued as a Product Defendant. Plaintiffs' claims against BELDEN WIRE & CABLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, f/k/a BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC, was and is a Delaware limited liability company with its principal place of business in Tennessee. At all times material hereto, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing tires and friction products. BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC is sued as a Product Defendant. Plaintiffs' claims against BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **CAROLINA TOOL COMPANY**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CAROLINA TOOL COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of

asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets, and based upon information and belief Carolina Tool Company was and is an authorized NAPA dealer. CAROLINA TOOL COMPANY is sued as a Product Defendant. Plaintiffs' claims against CAROLINA TOOL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **COPELAND CORPORATION LLC**, was and is a Delaware limited liability company with its principal place of business in Ohio. At all times material hereto, COPELAND CORPORATION LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses

of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. 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. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the

southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Spicer brakes, Eaton brakes, and Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **ELLINGTON INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ELLINGTON INSULATION COMPANY, INC. manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ELLINGTON INSULATION COMPANY, INC. is sued as a Product Defendant. ELLINGTON 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 Ellington Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against ELLINGTON INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and controls. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

43. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

44. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

45. 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 mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

46. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

47. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. FORD MOTOR COMPANY is sued as a Product Defendant. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

48. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electric panels and wires. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **GENERAL PARTS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against GENERAL PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **GENUINE PARTS COMPANY**, d/b/a NAPA, was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE

PARTS COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, and based upon information and belief GENUINE PARTS COMPANY extended authorized dealership privileges to Carolina Tool Company. GENUINE PARTS COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

51. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goodrich brakes. GOODRICH CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

52. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

53. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **HENNESSY INDUSTRIES, LLC**, f/k/a HENNESSY INDUSTRIES, INC., was and is a Delaware limited liability with its principal place of business in Tennessee. At

all times material hereto, HENNESSY INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, and/or equipment designed to be used with asbestos-containing products, including, but not limited to, Ammco Arc grinders and brake drum lathe and asbestos-containing grinders. HENNESSY INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against HENNESSY INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

56. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, valves, and controls. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

57. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing grinding wheels and Black Magic Diamond. INDUSTRIAL HOLDINGS CORPORATION is sued as a

Product Defendant. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

58. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **MERITOR, INC.**, f/k/a ARVINMERITOR, INC., successor-in-interest to the former automotive products segment of ROCKWELL INTERNATIONAL CORPORATION, was and is a Nevada corporation with its principal place of business in Michigan. At all times material hereto, MERITOR, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell brakes. MERITOR, INC. is sued as a Product Defendant. Plaintiffs' claims against MERITOR, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., 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.

61. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, including but not limited to Borg-Beck brakes, and clutches, including but not limited to Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Plaintiffs' claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **MW CUSTOM PAPERS, LLC**, was and is a Delaware limited liability with its principal place of business in Georgia. At all times material hereto, MW CUSTOM PAPERS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. MW CUSTOM PAPERS, LLC is sued as a Product Defendant. Plaintiffs' claims against MW CUSTOM PAPERS, LLC arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, as successor 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos

fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **O'REILLY AUTO ENTERPRISES, LLC**, individually and as successor-in-interest, parent, alter ego and equitable trustee of KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS and CSK AUTO, INC., was and is a Delaware limited liability with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTO ENTERPRISES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTO ENTERPRISES, LLC arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **O'REILLY AUTOMOTIVE STORES, INC.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTOMOTIVE STORES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTOMOTIVE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

66. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse control panels and electrical equipment. PARAMOUNT GLOBAL is sued as a Product Defendant. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

67. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against PFIZER, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. 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. At all times material hereto, PHARMACIA LLC owned and/or controlled premises at which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto chemical plant in Greenwood, South Carolina. PHARMACIA LLC is sued as a Premises Defendant. Plaintiffs' claims against PHARMACIA LLC arise out of this Defendant's business activities in the State of South Carolina.

69. 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.** mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 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 Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against **PIEDMONT INSULATION, INC.** arise out of this Defendant's business activities in the State of South Carolina.

70. 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 New Jersey. At all times material hereto, **PNEUMO ABEX, LLC** mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. **PNEUMO ABEX, LLC** is sued as a Product Defendant. Plaintiffs' claims against **PNEUMO ABEX, LLC** arise out of this Defendant's business activities in the State of South Carolina.

71. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, and Crane pumps. REDCO CORPORATION is sued as a Product Defendant. Plaintiffs' claims against REDCO CORPORATION. Arise out of this Defendant's business activities in the State of South Carolina.

72. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **ROCKWELL AUTOMATION INC.**, individually and as successor-in-interest 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION INC. is sued as a Product Defendant. Plaintiffs'

claims against ROCKWELL AUTOMATION INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a

Design Defendant. RUST 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **SAINT-GOBAIN ABRASIVES, INC.**, f/k/a 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Plaintiffs' claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

77. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN

INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION, INC. is sued as a Product Defendant. SOUTHERN 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 Southern Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam traps. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and asbestos-containing phenolic molding products. UNION CARBIDE CORPORATION

is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

81. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. WESTROCK MWV, LLC is sued as a Product Defendant. Plaintiffs' claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. and 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

84. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and clutches. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Plaintiffs' claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

85. Plaintiff Melvin G. Welch was exposed through his father, Willis G. Welch, and also experienced further occupational exposure himself, as a result of each of them working with and around asbestos-containing equipment in their immediate vicinities at their work sites,

including but not limited to, the premises of Defendant PHARMACIA LLC (collectively, hereinafter the “Premises Defendants”). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) 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

86. Plaintiff Melvin G. Welch brings this action for monetary damages as a result of contracting an asbestos-related disease.

87. Plaintiff Melvin G. Welch was diagnosed with mesothelioma on or about June 27, 2022.

88. Plaintiff Melvin G. Welch’s mesothelioma was caused by his exposure to asbestos during the course of his own work in various roles, including but not limited to instrumentation specialist helper and mechanic, as well as through the asbestos carried home on the clothing and person of his father during the years he lived in the family home.

89. During his work history, Plaintiff Melvin G. Welch was exposed to Defendants’ asbestos-containing products through his work as an instrumentation specialist helper for Daniel Construction at the Monsanto chemical plant in Greenwood, South Carolina in the mid-late 1960s. Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, installing instrumentation on various forms of equipment. On these jobsites, he worked with and around asbestos-containing products, including but not limited to

pipe and block insulation, cements, spray insulation, gaskets, packing materials, refractory motor and firebrick for use on turbines, boilers, pipes, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

90. During his work history, Plaintiff was further exposed through his work around other trades including but not limited to laborers, sheet metal workers, welders, pipefitters, boilermakers, insulators, electricians, and maintenance mechanics. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe and block insulation, cements, spray insulation, gaskets, packing material, refractory motor and firebrick for use on turbines, boilers, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos dust.

91. During his work history, Plaintiff was further exposed to Defendants' asbestos-containing products through his work as an automobile mechanic at various jobsites located in South Carolina from approximately the late 1970s to the mid-late 2000s. Plaintiff worked as a mechanic performing a variety of tasks including but not limited to preventative maintenance and repair work of engines, transmissions, shocks, exhaust, clutches, gaskets, and brakes. He was also required to clean the repair bays, which involved sweeping asbestos dust without any protection. All of these activities exposed Plaintiff to asbestos.

92. Through his work as a mechanic, Plaintiff 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, sold, supplied and/or distributed by Defendants identified above.

93. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at K-Mart in Greenwood, South Carolina from approximately the late 1970s to the late 1980s.

94. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at M&M Tire in Greenwood, South Carolina from approximately the late 1980s to the mid 1990s.

95. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at Western Auto in Greenwood, South Carolina from approximately the mid 1990s to the mid-late 2000s.

96. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes, clutches, and gaskets on his personal vehicles and the vehicles of his friends and family throughout South Carolina from approximately the early 1970s to the present. These activities exposed Plaintiff to asbestos.

97. During the course of Plaintiff Melvin G. Welch'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.

98. Plaintiff Melvin G. Welch was further exposed as a result of his father Willis G. Welch's employment for Daniel Construction as a welder at the Monsanto chemical plant in Greenwood, South Carolina from approximately the mid to the late 1960s. Plaintiff's father performed a variety of tasks throughout the facilities, and was further exposed through his work around various other trades, including, but not necessarily limited to, premises workers and other

maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos materials.

99. While employed at the Monsanto chemical plant in Greenwood, South Carolina, Plaintiff's father Willis G. Welch 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 Melvin G. Welch to be exposed to said asbestos dust in sufficient amounts as to cause him to develop mesothelioma.

100. From approximately the early 1960s to the early 1970s, Plaintiff Melvin G. Welch 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 Willis G. Welch's jobsites which Plaintiff came in contact with off premises by 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 his 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.

101. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

102. Plaintiffs and Plaintiff Melvin G. Welch's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

103. Plaintiffs are 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 asbestos-containing products over a period of time.

104. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

105. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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 Melvin G. Welch's medical treatment is ascertained.

106. 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:

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

108. At all times herein mentioned, each of the named Defendants were 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.

109. 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 Melvin G. Welch and

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

110. 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 Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch. 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.

111. 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 Melvin G. Welch and his father Willis G. Welch, would use or be in proximity to and exposed to said asbestos fibers.

112. 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 Melvin G. Welch, 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.

113. Plaintiff Melvin G. Welch, 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 his father Willis G. Welch’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

114. Plaintiff Melvin G. Welch suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Melvin G. Welch and his father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

115. Defendants’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Melvin G. Welch’s injuries, and all damages thereby sustained by

Plaintiff Melvin G. Welch. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

116. Furthermore, the conduct of Defendants and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

117. 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.”

118. 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.

119. 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 Melvin G. Welch.

120. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, 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.

121. 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.

122. 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:

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

124. Plaintiff Melvin G. Welch has suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Melvin G. Welch was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

125. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Melvin G. Welch’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

126. Furthermore, the Defendants’ conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

127. 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, would use or be in proximity to and exposed to said asbestos fibers.

128. Plaintiff Melvin G. Welch, 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 Melvin G. Welch’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.

129. 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.

130. 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 Melvin G. Welch'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.

131. 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 Melvin G. Welch herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

132. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Said Defendants and/or their "alternate

entities" further failed to adequately warn of the risks to which Plaintiff Melvin G. Welch and others similarly situated were exposed.

133. Defendants' defective products as described above were a direct cause of Plaintiff Melvin G. Welch's injuries, and the damages thereby sustained.

134. 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 Melvin G. Welch, his father Willis G. Welch, 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."

135. 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.

136. 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 Melvin G. Welch 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.

137. 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.

138. 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, seeks punitive damages according to proof against all defendants.

139. 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, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

141. 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 Melvin G. Welch and/or his father Willis G. Welch worked and/or spent time as alleged above.

142. 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 Melvin G. Welch and his father Willis G. Welch were exposed.

143. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch's and his father Willis G. Welch'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.

144. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch'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.

145. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

146. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Melvin G. Welch and his father Willis G. Welch, 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 Melvin G. Welch.

147. 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.

148. 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 Melvin G. Welch.

149. 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 and his father Willis G. Welch that he was being exposed to asbestos, failed to adequately warn Plaintiff Melvin G. Welch and his father Willis G. Welch of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

150. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Melvin G. Welch and his father Willis G. Welch.

151. Defendants' employees owed Plaintiff Melvin G. Welch and his father Willis G. Welch a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

152. Defendants' employees breached this duty of care as described above.

153. At all times mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

154. As a direct result of the Defendants' employees conduct, Plaintiff Melvin G. Welch's and his father Willis G. Welch'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 Melvin G. Welch and the damages and injuries as complained of herein by Plaintiffs.

155. The risks herein alleged and the resultant damages suffered by the Plaintiff Melvin G. Welch 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.

156. 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 Melvin G. Welch.

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:

157. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

158. 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 Melvin G. Welch and his father Willis G. Welch worked and/or spent time.

159. 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.

160. 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 Melvin G. Welch and his father Willis G. Welch and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and bystanders including Plaintiff Melvin G. Welch would be exposed to dangerous asbestos dust beyond the present.

161. 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 Plaintiffs.

162. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

163. 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 Melvin G. Welch and his father Willis G. Welch, 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.

164. 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 Melvin G. Welch and his father Willis G. Welch were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

165. At all times herein mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

166. 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.

167. 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 Melvin G. Welch, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

168. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

169. 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.

170. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

171. 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 Melvin G. Welch became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Melvin G. Welch 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:

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

173. The actions of Defendants also constituted negligence per se.

174. 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 Melvin G. Welch. 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.

175. The negligence per se of Defendants was a proximate cause of Plaintiffs' 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:

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

177. 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 Melvin G. Welch and his father Willis G. Welch 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.

178. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs 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 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:

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

180. Design Defendants owed Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

181. 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.

182. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs have 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:

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

184. 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.

185. The implied warranty made by the Defendants, and/or their alter egos, 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 Melvin G. Welch and his father Willis G. Welch carried out their duties and was as a result inhaled by Plaintiff Melvin G. Welch.

186. 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 Melvin G. Welch and his father Willis G. Welch were exposed to Defendants’ asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and 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:

187. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

188. That during, before and after Plaintiff Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch 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 Melvin G. Welch. 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.

189. The foregoing representations were material conditions precedent to Plaintiff Melvin G. Welch's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Melvin G. Welch and his father Willis G. Welch act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Melvin G. Welch and his father Willis G. Welch were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

190. As a direct and proximate result Plaintiff Melvin G. Welch's and his father Willis G. Welch's reliance upon Defendants' false representations, Plaintiffs have 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:

191. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

192. 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.

193. 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.

194. 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.

195. 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 occupational settings from which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to and breathed asbestos dust which resulted in Plaintiff Melvin G. Welch'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 Plaintiffs herein.

196. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Melvin G. Welch 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 Melvin G. Welch's illness.

197. 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.

198. Plaintiff Melvin G. Welch 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.

199. 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 Melvin G. Welch from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

200. 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.

201. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff and his father Willis G. Welch were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff Melvin G. Welch, his father Willis G. Welch, their co-workers, their wives and families, and the general public to be unaware of the true and full dangers

of asbestos, depriving Plaintiff Melvin G. Welch and his father Willis G. Welch of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff Melvin G. Welch and his father Willis G. Welch the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiffs' damages herein.

202. During the relevant time period the Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

203. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action to inflict injury on the Plaintiff Melvin G. Welch, 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 Melvin G. Welch or his wife in the course of or as a consequence of the conspiracy or 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.
- (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, 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, 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 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.

204. Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

205. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Melvin G. Welch and his father Willis G. Welch have been 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 home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiffs have been damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Donna B. Welch Complains of Defendants, and Alleges as Follows:

206. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

207. Plaintiffs Melvin G. Welch and Donna B. Welch were married November 26, 1972 and at all times relevant to this action were husband and wife.

208. Prior to his injuries as alleged, Plaintiff Melvin G. Welch was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Melvin G.

Welch 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 Donna B. Welch 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.

209. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Melvin G. Welch as set forth herein, Plaintiff's spouse and co-Plaintiff Donna B. Welch 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 Plaintiffs' 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

July 25, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH,

Plaintiffs,

v.

3M COMPANY

ACCEL PERFORMANCE GROUP LLC

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.

BELDEN INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

CAROLINA TOOL COMPANY

COPELAND CORPORATION LLC

COVIL CORPORATION

DANIEL INTERNATIONAL CORPORATION

DAVIS MECHANICAL CONTRACTORS,
INC.

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

**AMENDED
SUMMONS**

DCO LLC	)
	)
EATON CORPORATION	)
	)
ELLINGTON INSULATION COMPANY,	)
INC.	)
	)
FISHER CONTROLS INTERNATIONAL LLC	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FORD MOTOR COMPANY	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GENERAL PARTS, INC.	)
	)
GENUINE PARTS COMPANY	)
	)
GOODRICH CORPORATION	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY	)
	)
GRAYBAR ELECTRIC COMPANY, INC.	)
	)
HEAT & FROST INSULATION COMPANY,	)
INC.	)
	)
HENNESSY INDUSTRIES, LLC	)
	)
HONEYWELL INTERNATIONAL, INC.	)
	)
INDUSTRIAL HOLDINGS CORPORATION	)
	)
JOHNSON CONTROLS, INC.	)
	)
MERITOR, INC.	)
	)

METROPOLITAN LIFE INSURANCE	)
COMPANY	)
	)
MORSE TEC LLC	)
	)
MW CUSTOM PAPERS, LLC	)
	)
OCCIDENTAL CHEMICAL CORPORATION	)
	)
O'REILLY AUTO ENTERPRISES, LLC	)
	)
O'REILLY AUTOMOTIVE STORES, INC.	)
	)
PARAMOUNT GLOBAL	)
	)
PFIZER, INC.	)
	)
PHARMACIA LLC	)
	)
PIEDMONT INSULATION, INC.	)
	)
PNEUMO ABEX LLC	)
	)
REDCO CORPORATION	)
	)
REINZ WISCONSIN GASKET LLC	)
	)
RILEY POWER INC.	)
	)
ROCKWELL AUTOMATION INC.	)
	)
RUST ENGINEERING & CONSTRUCTION,	)
INC.	)
	)
RUST INTERNATIONAL INC.	)
	)
SAINT-GOBAIN ABRASIVES, INC.	)
	)
SCHNEIDER ELECTRIC USA, INC.	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
UNION CARBIDE CORPORATION	)
	)
VISTRA INTERMEDIATE COMPANY LLC	)

WESTROCK MWV, LLC)
)
WIND UP, LTD.)
)
ZF ACTIVE SAFETY US INC.)
)
Defendants.)
_____)

**AMENDED
SUMMONS**

TO DEFENDANTS ABOVE-NAMED:

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YOU ARE HEREBY SUMMONED and required to answer the First Amended 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

October 12, 2022

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH

Plaintiffs,

v.

3M COMPANY
f/k/a MINNESOTA MINING AND
MANUFACTURING COMPANY

ACCEL PERFORMANCE GROUP LLC
f/k/a PRESTOLITE PERFORMANCE LLC,
successor to HAYES PERFORMANCE
BRAKES

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.
as successor to ATLAS ASBESTOS CO, a
foreign company

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.
f/k/a GUY M. BEATY & CO.

BELDEN INC.
d/b/a BELDEN 2010 INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC
f/k/a BRIDGESTONE FIRESTONE NORTH
AMERICAN TIRE, LLC

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

FIRST AMENDED COMPLAINT

(Jury Trial Demanded)

CAROLINA TOOL COMPANY	)
	)
COPELAND CORPORATION LLC	)
	)
COVIL CORPORATION	)
	)
DANIEL INTERNATIONAL	)
CORPORATION	)
	)
DAVIS MECHANICAL CONTRACTORS,	)
INC.	)
	)
DCO LLC	)
individually and as successor-in-interest to	)
VICTOR GASKET MANUFACTURING	)
COMPANY	)
	)
EATON CORPORATION	)
	)
ELLINGTON INSULATION COMPANY,	)
INC.	)
	)
FISHER CONTROLS INTERNATIONAL	)
LLC	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL	)
f/k/a FLUOR CORPORATION	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FORD MOTOR COMPANY	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GENERAL PARTS, INC.	)
individually and as successor-in-interest to	)
CARQUEST CORPORATION	)
	)
GENUINE PARTS COMPANY	)
d/b/a NAPA	)

GOODRICH CORPORATION
f/k/a THE B. F. GOODRICH COMPANY

**THE GOODYEAR TIRE & RUBBER
COMPANY**

GRAYBAR ELECTRIC COMPANY, INC.

**HEAT & FROST INSULATION
COMPANY, INC.**

HENNESSY INDUSTRIES, LLC
f/k/a HENNESSY INDUSTRIES, INC.

HONEYWELL INTERNATIONAL, INC.
individually and as successor-in-interest to
ALLIED SIGNAL, INC., as successor to
BENDIX CORPORATION

**INDUSTRIAL HOLDINGS
CORPORATION**
f/k/a THE CARBORUNDUM COMPANY

JOHNSON CONTROLS, INC.

MERITOR, INC.
f/k/a ARVINMERITOR, INC., successor-in-
interest to the former automotive products
segment of ROCKWELL INTERNATIONAL
CORPORATION

**METROPOLITAN LIFE INSURANCE
COMPANY**
a wholly owned subsidiary of METLIFE INC.

MORSE TEC LLC
f/k/a BORGWARNER MORSE TEC LLC, and
successor-by-merger to BORG-WARNER
CORPORATION

MW CUSTOM PAPERS, LLC
individually and as successor-in-interest to
MEADWESTVACO

**OCCIDENTAL CHEMICAL
CORPORATION**

as successor to DUREZ CORPORATION)
)
O'REILLY AUTO ENTERPRISES, LLC)
 individually and as successor-in-interest, parent,)
 alter ego and equitable trustee of KRAGEN)
 AUTO PARTS, GRAND AUTO SUPPLY,)
 O'REILLY AUTO PARTS and CSK AUTO,)
 INC.)
)
O'REILLY AUTOMOTIVE STORES, 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)
)
PFIZER, INC.)
)
PHARMACIA LLC)
 f/k/a PHARMACIA CORPORATION f/k/a)
 MONSANTO COMPANY)
)
PIEDMONT INSULATION, INC.)
)
PNEUMO ABEX LLC)
 successor-in-interest to ABEX CORPORATION)
)
REDCO CORPORATION)
 f/k/a CRANE CO.)
)
REINZ WISCONSIN GASKET LLC)
 f/k/a and/or successor to REINZ WISCONSIN)
 GASKET CO. and WISCONSIN GASKET)
 MANUFACTURING CO., a wholly owned)
 subsidiary of DCO LLC)
)
RILEY POWER INC.)
 f/k/a BABCOCK BORSIG POWER INC.,)
 f/k/a DB RILEY, INC., f/k/a RILEY STOKER)
 CORPORATION)
)
ROCKWELL AUTOMATION INC.)
 individually and as successor-in-interest to)
 ALLEN-BRADLEY COMPANY LLC, f/k/a)

ROCKWELL INTERNATIONAL CORPORATION	)
	)
RUST ENGINEERING & CONSTRUCTION, INC.	)
	)
RUST INTERNATIONAL INC.	)
	)
SAINT-GOBAIN ABRASIVES, INC. f/k/a NORTON COMPANY	)
	)
SCHNEIDER ELECTRIC USA, INC. f/k/a SQUARE D COMPANY	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
UNION CARBIDE CORPORATION	)
	)
VISTRA INTERMEDIATE COMPANY LLC individually and as successor-in-interest to CRSS INC.	)
	)
WESTROCK MWV, LLC individually and as successor-in-interest to WESTVACO	)
	)
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	)
	)
Defendants.	)
	)

PLAINTIFFS' FIRST AMENDED COMPLAINT

Plaintiffs, MELVIN G. WELCH and DONNA B. WELCH (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 Melvin G. Welch has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of his father Willis G. Welch's work with and around asbestos-containing products, which caused asbestos containing dust to cover his father's clothing, vehicle, and body which he brought home to Plaintiff Melvin G. Welch, who was then exposed to said asbestos dust and fibers. Plaintiff's exposure also occurred as a result of his own work 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; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. 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.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Melvin G. Welch and his father, Willis G. Welch, experienced occupational exposure as a result of working with and around others 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 Plaintiff Melvin G. Welch, as an instrumentation specialist helper and his father, Willis G. Welch, as a welder, on to Defendant’s premises to perform construction work for Defendant’s benefit. Plaintiff and his father were invitees who had express permission to enter Defendant’s 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 Melvin G. Welch’s mesothelioma.

5. 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 Melvin G. Welch and his father Willis G. Welch 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.”

6. 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.

7. 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, with which Plaintiff's father Willis G. Welch, worked, and as a result were exposed to asbestos.

8. 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 Melvin G. Welch 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.

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 Melvin G. Welch 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. In addition to being exposed through his own work, Plaintiff Melvin G. Welch was exposed to asbestos through asbestos dust and fibers brought home on his father's work clothes, from asbestos dust in his father's vehicle and asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained in their home. His exposure to asbestos dust and fibers occurred through his father's work clothing and person when greeting him at the end of his father's workday, through spending time in his 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's home.

11. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

12. Neither Plaintiffs, nor Plaintiff's father Willis G. Welch, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

13. Both Plaintiff Melvin G. Welch and his father Willis G. Welch 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 Premises Defendants. Plaintiff's father Willis G. Welch brought asbestos home with him on his person and clothing, which caused Plaintiff Melvin G. Welch to be exposed to asbestos.

14. 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
ACCEL PERFORMANCE GROUP LLC	PRESTOLITE PERFORMANCE LLC and HAYES PERFORMANCE BRAKES
ATLAS TURNER, INC.	ATLAS ASBESTOS CO
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BELDEN INC.	BELDEN 2010 INC.
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL PARTS, INC.	CARQUEST CORPORATION
GENUINE PARTS COMPANY	NAPA
GOODRICH CORPORATION	THE B. F. GOODRICH COMPANY
HENNESSY INDUSTRIES, LLC	HENNESSY INDUSTRIES, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY

DEFENDANT	ALTERNATE ENTITY
MERITOR, INC.	ARVINMERITOR, INC. and ROCKWELL INTERNATIONAL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
MW CUSTOM PAPERS, LLC	MEADWESTVACO
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
O'REILLY AUTO ENTERPRISES, LLC	KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS, and CSK AUTO, INC.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PHARMACIA LLC	PHARMACIA CORPORATION and MONSANTO COMPANY
PNEUMO ABEX, LLC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO.
REINZ WISCONSIN GASKET LLC	REINZ WISCONSIN GASKET CO., WISCONSIN GASKET & MANUFACTURING CO., and DCO LLC
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
ROCKWELL AUTOMATION INC.	ALLEN-BRADLEY COMPANY LLC and ROCKWELL INTERNATIONAL CORPORATION

DEFENDANT	ALTERNATE ENTITY
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WESTROCK MWV, LLC	WESTVACO
WIND UP, LTD.	PIPE AND BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY

15. 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.

16. 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 asbestos-containing products over a period of time.

17. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

18. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has 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 Melvin G. Welch's medical treatment is ascertained.

19. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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.

20. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States armed forces 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 Melvin G. Welch's United States armed forces 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.

THE PARTIES

21. Plaintiffs Melvin G. Welch and Donna B. Welch are currently residents of the State of South Carolina. Plaintiff Melvin G. Welch was exposed to asbestos as a result of his father Willis G. Welch's career at various job sites, including but not limited to, locations in South Carolina. Plaintiff was exposed to asbestos dust and fibers taken home on his father, from asbestos dust in his father's vehicle, asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained. Plaintiff Melvin G. Welch was also exposed to asbestos during the course of his own career at various job sites, including but not limited to, locations in multiple states, including but not limited to South 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 tape and 3M asbestos-containing products, including but not limited to auto body sealer. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ACCEL PERFORMANCE GROUP LLC**, f/k/a PRESTOLITE PERFORMANCE LLC, successor to HAYES PERFORMANCE BRAKES, was and is a Delaware limited liability company with its principal place of business in Kentucky. At all times material hereto, ACCEL PERFORMANCE GROUP LLC mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hayes performance brakes. ACCEL PERFORMANCE GROUP LLC is sued as a Product Defendant. Plaintiffs' claims against ACCEL PERFORMANCE GROUP LLC arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ADVANCE AUTO PARTS, INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ADVANCE AUTO PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets. ADVANCE AUTO PARTS, INC. is sued as a Product Defendant. Plaintiffs' claims against ADVANCE AUTO PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **AMERICAN HONDA MOTOR CO., INC.**, was and is a California corporation with its principal place of business in California. At all times material hereto, AMERICAN HONDA MOTOR CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AMERICAN HONDA MOTOR CO., INC. is sued as a Product Defendant. Plaintiffs' claims against AMERICAN HONDA MOTOR CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **ATLAS ASBESTOS CO**, 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 ASBESTOS CO mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS ASBESTOS CO is sued as a Product Defendant. Plaintiffs' claims against ATLAS ASBESTOS CO arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ATLAS TURNER, INC.**, as successor to ATLAS ASBESTOS CO, 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS TURNER, INC. is sued as a Product Defendant. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **AUTOZONE, INC.**, was and is a Nevada corporation with its principal place of business in Tennessee. At all times material hereto, AUTOZONE, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AUTOZONE, INC. is sued as a Product Defendant. Plaintiffs' claims against AUTOZONE, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **BELDEN INC.**, d/b/a BELDEN 2010 INC., was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables,

panels, and electrical controls. BELDEN INC. is sued as a Product Defendant. Plaintiffs' claims against BELDEN INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **BELDEN WIRE & CABLE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN WIRE & CABLE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN WIRE & CABLE COMPANY is sued as a Product Defendant. Plaintiffs' claims against BELDEN WIRE & CABLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, f/k/a BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC, was and is a Delaware limited liability company with its principal place of business in Tennessee. At all times material hereto, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing tires and friction products. BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC is sued as a Product Defendant. Plaintiffs' claims against BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **CAROLINA TOOL COMPANY**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CAROLINA TOOL COMPANY mined, manufactured, processed, imported, converted,

compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets, and based upon information and belief Carolina Tool Company was and is an authorized NAPA dealer. CAROLINA TOOL COMPANY is sued as a Product Defendant. Plaintiffs' claims against CAROLINA TOOL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **COPELAND CORPORATION LLC**, was and is a Delaware limited liability company with its principal place of business in Ohio. At all times material hereto, COPELAND CORPORATION LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses

of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. 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. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the

southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Spicer brakes, Eaton brakes, and Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **ELLINGTON INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ELLINGTON INSULATION COMPANY, INC. manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ELLINGTON INSULATION COMPANY, INC. is sued as a Product Defendant. ELLINGTON 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 Ellington Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against ELLINGTON INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and controls. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

43. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

44. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

45. 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 mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

46. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

47. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. FORD MOTOR COMPANY is sued as a Product Defendant. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

48. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electric panels and wires. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **GENERAL PARTS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against GENERAL PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **GENUINE PARTS COMPANY**, d/b/a NAPA, was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE

PARTS COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, and based upon information and belief GENUINE PARTS COMPANY extended authorized dealership privileges to Carolina Tool Company. GENUINE PARTS COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

51. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goodrich brakes. GOODRICH CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

52. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

53. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **HENNESSY INDUSTRIES, LLC**, f/k/a HENNESSY INDUSTRIES, INC., was and is a Delaware limited liability with its principal place of business in Tennessee. At

all times material hereto, HENNESSY INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, and/or equipment designed to be used with asbestos-containing products, including, but not limited to, Ammco Arc grinders and brake drum lathe and asbestos-containing grinders. HENNESSY INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against HENNESSY INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

56. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, valves, and controls. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

57. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing grinding wheels and Black Magic Diamond. INDUSTRIAL HOLDINGS CORPORATION is sued as a

Product Defendant. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

58. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **MERITOR, INC.**, f/k/a ARVINMERITOR, INC., successor-in-interest to the former automotive products segment of ROCKWELL INTERNATIONAL CORPORATION, was and is a Nevada corporation with its principal place of business in Michigan. At all times material hereto, MERITOR, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell brakes. MERITOR, INC. is sued as a Product Defendant. Plaintiffs' claims against MERITOR, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., 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.

61. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, including but not limited to Borg-Beck brakes, and clutches, including but not limited to Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Plaintiffs' claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **MW CUSTOM PAPERS, LLC**, was and is a Delaware limited liability with its principal place of business in Georgia. At all times material hereto, MW CUSTOM PAPERS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. MW CUSTOM PAPERS, LLC is sued as a Product Defendant. Plaintiffs' claims against MW CUSTOM PAPERS, LLC arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, as successor 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos

fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **O'REILLY AUTO ENTERPRISES, LLC**, individually and as successor-in-interest, parent, alter ego and equitable trustee of KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS and CSK AUTO, INC., was and is a Delaware limited liability with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTO ENTERPRISES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTO ENTERPRISES, LLC arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **O'REILLY AUTOMOTIVE STORES, INC.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTOMOTIVE STORES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTOMOTIVE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

66. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse control panels and electrical equipment. PARAMOUNT GLOBAL is sued as a Product Defendant. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

67. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against PFIZER, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. 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. At all times material hereto, PHARMACIA LLC owned and/or controlled premises at which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto chemical plant in Greenwood, South Carolina. PHARMACIA LLC is sued as a Premises Defendant. Plaintiffs' claims against PHARMACIA LLC arise out of this Defendant's business activities in the State of South Carolina.

69. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 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 Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

70. 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 New Jersey. At all times material hereto, PNEUMO ABEX, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. PNEUMO ABEX, LLC is sued as a Product Defendant. Plaintiffs' claims against PNEUMO ABEX, LLC arise out of this Defendant's business activities in the State of South Carolina.

71. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, and Crane pumps. REDCO CORPORATION is sued as a Product Defendant. Plaintiffs' claims against REDCO CORPORATION. Arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **REINZ WISCONSIN GASKET LLC**, f/k/a and/or successor to REINZ WISCONSIN GASKET CO. and WISCONSIN GASKET & MANUFACTURING CO., a wholly owned subsidiary of DCO LLC, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, REINZ WISCONSIN GASKET LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing **friction products**. REINZ WISCONSIN GASKET LLC is sued as a Product Defendant. Plaintiffs' claims against REINZ WISCONSIN GASKET LLC arise out of this Defendant's business activities in the State of South Carolina.

73. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims

against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **ROCKWELL AUTOMATION INC.**, individually and as successor-in-interest 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION INC. is sued as a Product Defendant. Plaintiffs' claims against ROCKWELL AUTOMATION INC. arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims

against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a Design Defendant. RUST 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **SAINT-GOBAIN ABRASIVES, INC.**, f/k/a 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Plaintiffs' claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

78. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION, INC. is sued as a Product Defendant. SOUTHERN 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 Southern Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION, 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, SPIRAX SARCO, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced,

repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam traps. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

81. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and asbestos-containing phenolic molding products. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

82. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of

asbestos. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. WESTROCK MWV, LLC is sued as a Product Defendant. Plaintiffs' claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. and 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

85. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and clutches. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Plaintiffs' claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Plaintiff Melvin G. Welch was exposed through his father, Willis G. Welch, and also experienced further occupational exposure himself, as a result of each of them working with and around asbestos-containing equipment in their immediate vicinities at their work sites, including but not limited to, the premises of Defendant PHARMACIA LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) 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

87. Plaintiff Melvin G. Welch brings this action for monetary damages as a result of contracting an asbestos-related disease.

88. Plaintiff Melvin G. Welch was diagnosed with mesothelioma on or about June 27, 2022.

89. Plaintiff Melvin G. Welch's mesothelioma was caused by his exposure to asbestos during the course of his own work in various roles, including but not limited to instrumentation specialist helper and mechanic, as well as through the asbestos carried home on the clothing and person of his father during the years he lived in the family home.

90. During his work history, Plaintiff Melvin G. Welch was exposed to Defendants' asbestos-containing products through his work as an instrumentation specialist helper for Daniel Construction at the Monsanto chemical plant in Greenwood, South Carolina in the mid-late 1960s. Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, installing instrumentation on various forms of equipment. On these jobsites, he worked with and around asbestos-containing products, including but not limited to pipe and block insulation, cements, spray insulation, gaskets, packing materials, refractory motor and firebrick for use on turbines, boilers, pipes, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

91. During his work history, Plaintiff was further exposed through his work around other trades including but not limited to laborers, sheet metal workers, welders, pipefitters, boilermakers, insulators, electricians, and maintenance mechanics. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe and block insulation, cements, spray insulation, gaskets, packing material, refractory motor and firebrick for use on

turbines, boilers, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos dust.

92. During his work history, Plaintiff was further exposed to Defendants' asbestos-containing products through his work as an automobile mechanic at various jobsites located in South Carolina from approximately the late 1970s to the mid-late 2000s. Plaintiff worked as a mechanic performing a variety of tasks including but not limited to preventative maintenance and repair work of engines, transmissions, shocks, exhaust, clutches, gaskets, and brakes. He was also required to clean the repair bays, which involved sweeping asbestos dust without any protection. All of these activities exposed Plaintiff to asbestos.

93. Through his work as a mechanic, Plaintiff 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, sold, supplied and/or distributed by Defendants identified above.

94. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at K-Mart in Greenwood, South Carolina from approximately the late 1970s to the late 1980s.

95. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at M&M Tire in Greenwood, South Carolina from approximately the late 1980s to the mid 1990s.

96. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at Western Auto in Greenwood, South Carolina from approximately the mid 1990s to the mid-late 2000s.

97. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes, clutches, and gaskets on his personal vehicles and the vehicles of his friends and family throughout South Carolina from approximately the early 1970s to the present. These activities exposed Plaintiff to asbestos.

98. During the course of Plaintiff Melvin G. Welch'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.

99. Plaintiff Melvin G. Welch was further exposed as a result of his father Willis G. Welch's employment for Daniel Construction as a welder at the Monsanto chemical plant in Greenwood, South Carolina from approximately the mid to the late 1960s. Plaintiff's father performed a variety of tasks throughout the facilities, and was further exposed through his work around various other trades, including, but not necessarily limited to, premises workers and other maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos materials.

100. While employed at the Monsanto chemical plant in Greenwood, South Carolina, Plaintiff's father Willis G. Welch 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 Melvin G. Welch to be exposed to said asbestos dust in sufficient amounts as to cause him to develop mesothelioma.

101. From approximately the early 1960s to the early 1970s, Plaintiff Melvin G. Welch 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 Willis G. Welch's jobsites which Plaintiff came in contact with off premises by 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 his 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.

102. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

103. Plaintiffs and Plaintiff Melvin G. Welch's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

104. Plaintiffs are 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 asbestos-containing products over a period of time.

105. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

106. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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 Melvin G. Welch's medical treatment is ascertained.

107. 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:

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

109. At all times herein mentioned, each of the named Defendants were 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.

110. 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 Melvin G. Welch and others similarly situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

111. 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 Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch. 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.

112. 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 Melvin G. Welch and his father Willis G. Welch, would use or be in proximity to and exposed to said asbestos fibers.

113. 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 Melvin G. Welch, 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.

114. Plaintiff Melvin G. Welch, 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 his father Willis G. Welch's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

115. Plaintiff Melvin G. Welch suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Melvin G. Welch and his father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

116. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Melvin G. Welch's injuries, and all damages thereby sustained by Plaintiff Melvin G. Welch. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

117. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

118. 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.”

119. 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.

120. 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 Melvin G. Welch.

121. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, 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.

122. 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.

123. 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:

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

125. Plaintiff Melvin G. Welch has suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Melvin G. Welch was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

126. The Products Defendants' conduct and defective products as described above were a direct cause of Plaintiff Melvin G. Welch's injuries, and the injuries and damages thereby sustained by Plaintiffs.

127. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

128. 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, would use or be in proximity to and exposed to said asbestos fibers.

129. Plaintiff Melvin G. Welch, 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 Melvin G. Welch'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.

130. 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.

131. 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 Melvin G. Welch'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.

132. 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 Melvin G. Welch herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

133. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Melvin G. Welch and others similarly situated were exposed.

134. Defendants’ defective products as described above were a direct cause of Plaintiff Melvin G. Welch’s injuries, and the damages thereby sustained.

135. 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 Melvin G. Welch, his father Willis G. Welch, 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.”

136. 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.

137. 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 Melvin G. Welch 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.

138. 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.

139. 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, seeks punitive damages according to proof against all defendants.

140. 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, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

142. 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 Melvin G. Welch and/or his father Willis G. Welch worked and/or spent time as alleged above.

143. 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 Melvin G. Welch and his father Willis G. Welch were exposed.

144. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch’s and his father Willis G. Welch’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.

145. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch’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.

146. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

147. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Melvin G. Welch and his father Willis G. Welch, 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 Melvin G. Welch.

148. 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.

149. 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 Melvin G. Welch.

150. 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 and his father Willis G. Welch that he was being exposed to asbestos, failed to adequately warn Plaintiff Melvin G. Welch and his father Willis G. Welch of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

151. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Melvin G. Welch and his father Willis G. Welch.

152. Defendants' employees owed Plaintiff Melvin G. Welch and his father Willis G. Welch a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

153. Defendants' employees breached this duty of care as described above.

154. At all times mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

155. As a direct result of the Defendants' employees conduct, Plaintiff Melvin G. Welch's and his father Willis G. Welch'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 Melvin G. Welch and the damages and injuries as complained of herein by Plaintiffs.

156. The risks herein alleged and the resultant damages suffered by the Plaintiff Melvin G. Welch 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.

157. 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 Melvin G. Welch.

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:

158. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

159. 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 Melvin G. Welch and his father Willis G. Welch worked and/or spent time.

160. 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.

161. 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 Melvin G. Welch and his father Willis G. Welch and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and bystanders including Plaintiff Melvin G. Welch would be exposed to dangerous asbestos dust beyond the present.

162. 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 Plaintiffs.

163. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

164. 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 Melvin G. Welch and his father Willis G. Welch, 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.

165. 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 Melvin G. Welch and his father Willis G. Welch were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

166. At all times herein mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

167. 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.

168. 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 Melvin G. Welch, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

169. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

170. 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.

171. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

172. 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 Melvin G. Welch became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Melvin G. Welch 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:

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

174. The actions of Defendants also constituted negligence per se.

175. 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 Melvin G. Welch. 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.

176. The negligence per se of Defendants was a proximate cause of Plaintiffs' 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:

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

178. 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 Melvin G. Welch and his father Willis G. Welch 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.

179. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs 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 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:

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

181. Design Defendants owed Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

182. 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.

183. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs have 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:

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

185. 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.

186. The implied warranty made by the Defendants, and/or their alter egos, 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 Melvin G. Welch and his father Willis G. Welch carried out their duties and was as a result inhaled by Plaintiff Melvin G. Welch.

187. 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 Melvin G. Welch and his father Willis G. Welch were exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and 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:

188. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

189. That during, before and after Plaintiff Melvin G. Welch'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 Melvin G. Welch and his father Willis G. Welch 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 Melvin G. Welch. 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.

190. The foregoing representations were material conditions precedent to Plaintiff Melvin G. Welch's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Melvin G. Welch and his father Willis G. Welch act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Melvin G. Welch and his father Willis G. Welch were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

191. As a direct and proximate result Plaintiff Melvin G. Welch's and his father Willis G. Welch's reliance upon Defendants' false representations, Plaintiffs have 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:

192. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

193. 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.

194. 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.

195. 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.

196. 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 occupational settings from which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to and breathed asbestos dust which resulted in Plaintiff Melvin G. Welch'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 Plaintiffs herein.

197. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Melvin G. Welch 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 Melvin G. Welch's illness.

198. 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.

199. Plaintiff Melvin G. Welch 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.

200. 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 Melvin G. Welch from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

201. 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.

202. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff and his father Willis G. Welch were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff Melvin G. Welch, his father Willis G. Welch, their co-workers, their wives and families, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Melvin G. Welch and his father Willis G. Welch of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff Melvin G. Welch and his father Willis G. Welch the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiffs' damages herein.

203. During the relevant time period the Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

204. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action to inflict injury on the Plaintiff Melvin G. Welch, 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 Melvin G. Welch or his wife in the course of or as a consequence of the conspiracy or 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.
- (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, 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, 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 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.

205. Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

206. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Melvin G. Welch and his father Willis G. Welch have been 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 home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiffs have been damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Donna B. Welch Complains of Defendants, and Alleges as Follows:

207. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

208. Plaintiffs Melvin G. Welch and Donna B. Welch were married November 26, 1972 and at all times relevant to this action were husband and wife.

209. Prior to his injuries as alleged, Plaintiff Melvin G. Welch was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Melvin G. Welch 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 Donna B. Welch 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.

210. As a direct and proximate result of the acts of Defendants and/or their “alternate entities” and the severe injuries caused to Plaintiff Melvin G. Welch as set forth herein, Plaintiff’s spouse and co-Plaintiff Donna B. Welch 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 Plaintiffs’ 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

October 12, 2022

Columbia, South Carolina

MELVIN G. WELCH and
DONNA B. WELCH,

Plaintiffs,

V.

3M COMPANY

ACCEL PERFORMANCE GROUP LLC

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.

BELDEN INC.

Belden Wire & Cable Company

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

CAROLINA TOOL COMPANY

COPELAND CORPORATION LLC

COVIL CORPORATION

DANIEL INTERNATIONAL CORPORATION

DAVIS MECHANICAL CONTRACTORS,
INC.

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SECOND AMENDED SUMMONS

DCO LLC)
)
EATON CORPORATION)
)
ELLINGTON INSULATION COMPANY, INC.)
)
ENSTAR HOLDINGS (US), LLC)
)
FISHER CONTROLS INTERNATIONAL LLC)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FORD MOTOR COMPANY)
)
GENERAL ELECTRIC COMPANY)
)
GENERAL PARTS, INC.)
)
GENUINE PARTS COMPANY)
)
GOODRICH CORPORATION)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
)
GRAYBAR ELECTRIC COMPANY, INC.)
)
HEAT & FROST INSULATION COMPANY,)
INC.)
)
HENNESSY INDUSTRIES, LLC)
)
HONEYWELL INTERNATIONAL, INC.)
)
INDUSTRIAL HOLDINGS CORPORATION)
)
JOHNSON CONTROLS, INC.)
)

MERITOR, INC.)
)
METROPOLITAN LIFE INSURANCE)
COMPANY)
)
MORSE TEC LLC)
)
MW CUSTOM PAPERS, LLC)
)
OCCIDENTAL CHEMICAL CORPORATION)
)
O'REILLY AUTO ENTERPRISES, LLC)
)
O'REILLY AUTOMOTIVE STORES, INC.)
)
PARAMOUNT GLOBAL)
)
PFIZER, INC.)
)
PHARMACIA LLC)
)
PIEDMONT INSULATION, INC.)
)
PNEUMO ABEX LLC)
)
REDCO CORPORATION)
)
REINZ WISCONSIN GASKET LLC)
)
RILEY POWER INC.)
)
ROCKWELL AUTOMATION INC.)
)
RUST ENGINEERING & CONSTRUCTION,)
INC.)
)
RUST INTERNATIONAL INC.)
)
SAINT-GOBAIN ABRASIVES, INC.)
)
SCHNEIDER ELECTRIC USA, INC.)
)
SOUTHERN INSULATION, INC.)
)
SPIRAX SARCO, INC.)
)

UNION CARBIDE CORPORATION)
)
VISTRA INTERMEDIATE COMPANY LLC)
)
WESTROCK MWV, LLC)
)
WIND UP, LTD.)
)
ZF ACTIVE SAFETY US INC.)
)
Defendants.)
_____)
)
)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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YOU ARE HEREBY SUMMONED and required to answer the Second Amended 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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and

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ATTORNEYS FOR PLAINTIFFS

October 28, 2022

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH

Plaintiffs,

v.

3M COMPANY
f/k/a MINNESOTA MINING AND
MANUFACTURING COMPANY

ACCEL PERFORMANCE GROUP LLC
f/k/a PRESTOLITE PERFORMANCE LLC,
successor to HAYES PERFORMANCE
BRAKES

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.
as successor to ATLAS ASBESTOS CO, a
foreign company

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.
f/k/a GUY M. BEATY & CO.

BELDEN INC.
d/b/a BELDEN 2010 INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC
f/k/a BRIDGESTONE FIRESTONE NORTH
AMERICAN TIRE, LLC

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

SECOND AMENDED COMPLAINT

(Jury Trial Demanded)

CAROLINA TOOL COMPANY)
)
COPELAND CORPORATION LLC)
)
COVIL CORPORATION)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
DAVIS MECHANICAL CONTRACTORS,)
INC.)
)
DCO LLC)
 individually and as successor-in-interest to)
 VICTOR GASKET MANUFACTURING)
 COMPANY, successor-in-interest to Reinz)
 Wisconsin Gasket, LLC, a dissolved Delaware)
 limited liability company and as alter-ego of)
 Reinz Wisconsin Gasket LLC, a dissolved)
 Delaware limited liability company)
)
EATON CORPORATION)
)
ELLINGTON INSULATION COMPANY,)
INC.)
)
ENSTAR HOLDINGS (US), LLC)
 f/k/a ENSTAR HOLDINGS (US), INC.)
 individually and as successor-in-interest to)
 Reinz Wisconsin Gasket, LLC a dissolved)
 Delaware limited liability company and as alter-)
 ego of Reinz Wisconsin Gasket, LLC, a)
 dissolved Delaware limited liability company)
)
FISHER CONTROLS INTERNATIONAL)
LLC)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL)
 f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)

FLUOR ENTERPRISES, INC.

FORD MOTOR COMPANY

GENERAL ELECTRIC COMPANY

GENERAL PARTS, INC.

individually and as successor-in-interest to
CARQUEST CORPORATION

GENUINE PARTS COMPANY

d/b/a NAPA

GOODRICH CORPORATION

f/k/a THE B. F. GOODRICH COMPANY

**THE GOODYEAR TIRE & RUBBER
COMPANY**

GRAYBAR ELECTRIC COMPANY, INC.

**HEAT & FROST INSULATION
COMPANY, INC.**

HENNESSY INDUSTRIES, LLC

f/k/a HENNESSY INDUSTRIES, INC.

HONEYWELL INTERNATIONAL, INC.

individually and as successor-in-interest to
ALLIED SIGNAL, INC., as successor to
BENDIX CORPORATION

**INDUSTRIAL HOLDINGS
CORPORATION**

f/k/a THE CARBORUNDUM COMPANY

JOHNSON CONTROLS, INC.

MERITOR, INC.

f/k/a ARVINMERITOR, INC., successor-in-
interest to the former automotive products
segment of ROCKWELL INTERNATIONAL
CORPORATION

METROPOLITAN LIFE INSURANCE

COMPANY)
a wholly owned subsidiary of METLIFE INC.)
))
MORSE TEC LLC)
f/k/a BORGWARNER MORSE TEC LLC, and)
successor-by-merger to BORG-WARNER)
CORPORATION)
))
MW CUSTOM PAPERS, LLC)
individually and as successor-in-interest to)
MEADWESTVACO)
))
OCCIDENTAL CHEMICAL)
CORPORATION)
as successor to DUREZ CORPORATION)
))
O'REILLY AUTO ENTERPRISES, LLC)
individually and as successor-in-interest, parent,)
alter ego and equitable trustee of KRAGEN)
AUTO PARTS, GRAND AUTO SUPPLY,)
O'REILLY AUTO PARTS and CSK AUTO,)
INC.)
))
O'REILLY AUTOMOTIVE STORES, 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)
))
PFIZER, INC.)
))
PHARMACIA LLC)
f/k/a PHARMACIA CORPORATION f/k/a)
MONSANTO COMPANY)
))
PIEDMONT INSULATION, INC.)
))
PNEUMO ABEX LLC)
successor-in-interest to ABEX CORPORATION)
))
REDCO CORPORATION)
f/k/a CRANE CO.)

REINZ WISCONSIN GASKET LLC)
f/k/a and/or successor to REINZ WISCONSIN)
GASKET CO. and WISCONSIN GASKET)
MANUFACTURING CO., a wholly owned)
subsidiary of DCO LLC)
)
RILEY POWER INC.)
f/k/a BABCOCK BORSIG POWER INC.,)
f/k/a DB RILEY, INC., f/k/a RILEY STOKER)
CORPORATION)
)
ROCKWELL AUTOMATION INC.)
individually and as successor-in-interest to)
ALLEN-BRADLEY COMPANY LLC, f/k/a)
ROCKWELL INTERNATIONAL)
CORPORATION)
)
RUST ENGINEERING &)
CONSTRUCTION, INC.)
)
RUST INTERNATIONAL INC.)
)
SAINT-GOBAIN ABRASIVES, INC.)
f/k/a NORTON COMPANY)
)
SCHNEIDER ELECTRIC USA, INC.)
f/k/a SQUARE D COMPANY)
)
SOUTHERN INSULATION, INC.)
)
SPIRAX SARCO, INC.)
)
UNION CARBIDE CORPORATION)
)
VISTRA INTERMEDIATE COMPANY)
LLC)
individually and as successor-in-interest to)
CRSS INC.)
)
WESTROCK MWV, LLC)
individually and as successor-in-interest to)
WESTVACO)
)
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	)
	)
Defendants.	)
_____	)
	)
	)
	)

PLAINTIFFS' SECOND AMENDED COMPLAINT

Plaintiffs, MELVIN G. WELCH and DONNA B. WELCH (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 Melvin G. Welch has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of his father Willis G. Welch's work with and around asbestos-containing products, which caused asbestos containing dust to cover his father's clothing, vehicle, and body which he brought home to Plaintiff Melvin G. Welch, who was then exposed to said asbestos dust and fibers. Plaintiff's exposure also occurred as a result of his own work 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; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

1. 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.

2. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Melvin G. Welch and his father, Willis G. Welch, experienced occupational exposure as a result of working with and around others 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 Plaintiff Melvin G. Welch, as an instrumentation specialist helper and his father, Willis G. Welch, as a welder, on to Defendant’s premises to perform construction work for Defendant’s benefit. Plaintiff and his father were invitees who had express permission to enter Defendant’s 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 Melvin G. Welch’s mesothelioma.

1. 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 Melvin G. Welch and his father Willis G. Welch 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.”

2. 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.

3. 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, with which Plaintiff’s father Willis G. Welch, worked, and as a result were exposed to asbestos.

4. 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 Melvin G. Welch 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.

5. 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 Melvin G. Welch 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.

6. In addition to being exposed through his own work, Plaintiff Melvin G. Welch was exposed to asbestos through asbestos dust and fibers brought home on his father's work clothes, from asbestos dust in his father's vehicle and asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained in their home. His exposure to asbestos dust and fibers occurred through his father's work clothing and person when greeting him at the end of his father's workday, through spending time in his 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's home.

7. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

8. Neither Plaintiffs, nor Plaintiff's father Willis G. Welch, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

9. Both Plaintiff Melvin G. Welch and his father Willis G. Welch 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

Premises Defendants. Plaintiff's father Willis G. Welch brought asbestos home with him on his person and clothing, which caused Plaintiff Melvin G. Welch to be exposed to asbestos.

10. 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
ACCEL PERFORMANCE GROUP LLC	PRESTOLITE PERFORMANCE LLC and HAYES PERFORMANCE BRAKES
ATLAS TURNER, INC.	ATLAS ASBESTOS CO
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BELDEN INC.	BELDEN 2010 INC.
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC

DCO LLC	VICTOR GASKET MANUFACTURING COMPANY REINZ WISCONSIN GASKET, LLC
ENSTAR HOLDINGS (US), LLC	ENSTAR HOLDINGS (US), INC and REINZ WISCONSIN GASKET, LLC
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL PARTS, INC.	CARQUEST CORPORATION
GENUINE PARTS COMPANY	NAPA
GOODRICH CORPORATION	THE B. F. GOODRICH COMPANY
HENNESSY INDUSTRIES, LLC	HENNESSY INDUSTRIES, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY
MERITOR, INC.	ARVINMERITOR, INC. and ROCKWELL INTERNATIONAL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
MW CUSTOM PAPERS, LLC	MEADWESTVACO
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
O'REILLY AUTO ENTERPRISES, LLC	KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS, and CSK AUTO, INC.

PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PHARMACIA LLC	PHARMACIA CORPORATION and MONSANTO COMPANY
PNEUMO ABEX, LLC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO.
REINZ WISCONSIN GASKET LLC	REINZ WISCONSIN GASKET CO., WISCONSIN GASKET & MANUFACTURING CO., and DCO LLC
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
ROCKWELL AUTOMATION INC.	ALLEN-BRADLEY COMPANY LLC and ROCKWELL INTERNATIONAL CORPORATION
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WESTROCK MWV, LLC	WESTVACO
WIND UP, LTD.	PIPE AND BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY

11. 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.

12. 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 asbestos-containing products over a period of time.

13. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

14. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has 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 Melvin G. Welch’s medical treatment is ascertained.

15. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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.

16. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States armed forces 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 Melvin G. Welch's United States armed forces 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.

THE PARTIES

17. Plaintiffs Melvin G. Welch and Donna B. Welch are currently residents of the State of South Carolina. Plaintiff Melvin G. Welch was exposed to asbestos as a result of his father Willis G. Welch's career at various job sites, including but not limited to, locations in South Carolina. Plaintiff was exposed to asbestos dust and fibers taken home on his father, from asbestos dust in his father's vehicle, asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained. Plaintiff Melvin G. Welch was also exposed to asbestos during the course of his own career at various job sites, including but not limited to, locations in multiple states, including but not limited to South Carolina.

18. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 tape and 3M asbestos-containing products, including but not limited to auto body sealer. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

19. Defendant, **ACCEL PERFORMANCE GROUP LLC**, f/k/a PRESTOLITE PERFORMANCE LLC, successor to HAYES PERFORMANCE BRAKES, was and is a Delaware limited liability company with its principal place of business in Kentucky. At all times material hereto, ACCEL PERFORMANCE GROUP LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hayes performance brakes. ACCEL PERFORMANCE GROUP LLC is sued as a Product Defendant. Plaintiffs' claims against ACCEL PERFORMANCE GROUP LLC arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant, **ADVANCE AUTO PARTS, INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ADVANCE AUTO PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets. ADVANCE AUTO PARTS, INC. is sued as a Product Defendant. Plaintiffs' claims against ADVANCE AUTO PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

21. Defendant, **AMERICAN HONDA MOTOR CO., INC.**, was and is a California corporation with its principal place of business in California. At all times material hereto, AMERICAN HONDA MOTOR CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AMERICAN HONDA MOTOR CO., INC. is sued as a Product Defendant. Plaintiffs' claims against AMERICAN HONDA MOTOR CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **ATLAS ASBESTOS CO**, 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 ASBESTOS CO mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS ASBESTOS CO is sued as a Product Defendant. Plaintiffs' claims against ATLAS ASBESTOS CO arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ATLAS TURNER, INC.**, as successor to ATLAS ASBESTOS CO, 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS TURNER, INC. is sued as a Product Defendant. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **AUTOZONE, INC.**, was and is a Nevada corporation with its principal place of business in Tennessee. At all times material hereto, AUTOZONE, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AUTOZONE, INC. is sued as a Product Defendant. Plaintiffs' claims against AUTOZONE, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

26. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **BELDEN INC.**, d/b/a BELDEN 2010 INC., was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN INC. is sued as a Product Defendant. Plaintiffs' claims against BELDEN INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **BELDEN WIRE & CABLE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN WIRE & CABLE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN WIRE & CABLE COMPANY is sued as a Product Defendant. Plaintiffs' claims against BELDEN WIRE & CABLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, f/k/a BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC, was and is a Delaware limited liability company with its principal place of business in Tennessee. At all times material hereto, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing tires and friction products. BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC is sued as a Product Defendant. Plaintiffs' claims against BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **CAROLINA TOOL COMPANY**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CAROLINA TOOL COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets, and based upon information and belief Carolina Tool Company was and is an authorized NAPA dealer. CAROLINA TOOL COMPANY is sued as a Product Defendant. Plaintiffs' claims against CAROLINA TOOL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **COPELAND CORPORATION LLC**, was and is a Delaware limited liability company with its principal place of business in Ohio. At all times material hereto, COPELAND CORPORATION LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL

CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

34. 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. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **DCO LLC**, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY and alter-ego of REINZ WISCONSIN GASKET, LLC, was and is a Virginia limited liability company with its principal place of business in Tennessee. At all times material hereto, DCO LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Spicer brakes, Eaton brakes, and Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **ELLINGTON INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ELLINGTON INSULATION COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ELLINGTON INSULATION COMPANY, INC. is sued as a Product Defendant. ELLINGTON 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 Ellington Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against ELLINGTON INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **ENSTAR HOLDINGS (US), LLC** f/k/a Enstar Holdings (US), Inc., successor to REINZ WISCONSIN GASKET, LLC, is a Delaware limited liability company. At all times material hereto, ENSTAR HOLDINGS (US), LLC, as the successor-in-interest to Reinz Wisconsin Gasket, LLC manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets. ENSTAR HOLDINGS (US), INC. is sued as a Product Defendant. Plaintiffs' claims against ENSTAR HOLDINGS (US), INC. arise out of this Defendant's business activities in the State of South Carolina.

39. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and controls. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC arise out of this Defendant's business activities in the State of South Carolina.

40. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

41. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

43. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of

asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

44. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. FORD MOTOR COMPANY is sued as a Product Defendant. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

45. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electric panels and wires. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **GENERAL PARTS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against GENERAL PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **GENUINE PARTS COMPANY**, d/b/a NAPA, was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, and based upon information and belief GENUINE PARTS COMPANY extended authorized dealership privileges to Carolina Tool Company. GENUINE PARTS COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

48. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goodrich brakes. GOODRICH CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

49. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

50. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

51. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **HENNESSY INDUSTRIES, LLC**, f/k/a HENNESSY INDUSTRIES, INC., was and is a Delaware limited liability with its principal place of business in Tennessee. At all times material hereto, HENNESSY INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, and/or equipment designed to be used with asbestos-containing products, including, but not limited to, Ammco Arc grinders and brake drum lathe and asbestos-containing grinders. HENNESSY INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against HENNESSY INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

53. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, valves, and

controls. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing grinding wheels and Black Magic Diamond. INDUSTRIAL HOLDINGS CORPORATION is sued as a Product Defendant. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

55. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **MERITOR, INC.**, f/k/a ARVINMERITOR, INC., successor-in-interest to the former automotive products segment of ROCKWELL INTERNATIONAL

CORPORATION, was and is a Nevada corporation with its principal place of business in Michigan. At all times material hereto, MERITOR, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell brakes. MERITOR, INC. is sued as a Product Defendant. Plaintiffs' claims against MERITOR, INC. arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., 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.

58. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, including but not limited to Borg-Beck brakes, and clutches, including but not limited to Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Plaintiffs' claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **MW CUSTOM PAPERS, LLC**, was and is a Delaware limited liability with its principal place of business in Georgia. At all times material hereto, MW CUSTOM PAPERS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. MW CUSTOM PAPERS, LLC is sued as a Product Defendant. Plaintiffs' claims against MW CUSTOM PAPERS, LLC arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, as successor 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **O'REILLY AUTO ENTERPRISES, LLC**, individually and as successor-in-interest, parent, alter ego and equitable trustee of KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS and CSK AUTO, INC., was and is a Delaware limited liability with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTO ENTERPRISES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTO ENTERPRISES, LLC arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **O'REILLY AUTOMOTIVE STORES, INC.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTOMOTIVE STORES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTOMOTIVE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse control panels and electrical equipment. PARAMOUNT GLOBAL is sued as a Product Defendant. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

64. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against PFIZER, INC. arise out of this Defendant's business activities in the State of South Carolina.

65. 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. At all times material hereto, PHARMACIA LLC owned and/or controlled premises at which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto chemical plant in Greenwood, South Carolina. PHARMACIA LLC is sued as a Premises Defendant. Plaintiffs' claims against PHARMACIA LLC arise out of this Defendant's business activities in the State of South Carolina.

66. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 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 Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

67. 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 New Jersey. At all times material hereto, PNEUMO ABEX, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. PNEUMO ABEX, LLC is sued as a Product Defendant. Plaintiffs' claims against PNEUMO ABEX, LLC arise out of this Defendant's business activities in the State of South Carolina.

68. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, and Crane pumps. REDCO CORPORATION is sued as a Product Defendant. Plaintiffs' claims against REDCO

CORPORATION. Arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **REINZ WISCONSIN GASKET LLC**, f/k/a and/or successor to REINZ WISCONSIN GASKET CO. and WISCONSIN GASKET & MANUFACTURING CO., a wholly owned subsidiary of DCO LLC, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, REINZ WISCONSIN GASKET LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. REINZ WISCONSIN GASKET LLC is sued as a Product Defendant. Plaintiffs' claims against REINZ WISCONSIN GASKET LLC arise out of this Defendant's business activities in the State of South Carolina.

70. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **ROCKWELL AUTOMATION INC.**, individually and as successor-in-interest 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION INC. is sued as a Product Defendant. Plaintiffs' claims against ROCKWELL AUTOMATION INC. arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a Design Defendant. RUST 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **SAINT-GOBAIN ABRASIVES, INC.**, f/k/a 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Plaintiffs' claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

75. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION, INC. is sued as a Product Defendant. SOUTHERN 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 Southern Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

77. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam traps. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

78. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and asbestos-containing phenolic molding products. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

79. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. WESTROCK MWV, LLC is sued as a Product Defendant. Plaintiffs' claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. and 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

82. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and clutches. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Plaintiffs' claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Plaintiff Melvin G. Welch was exposed through his father, Willis G. Welch, and also experienced further occupational exposure himself, as a result of each of them working with and around asbestos-containing equipment in their immediate vicinities at their work sites, including but not limited to, the premises of Defendant PHARMACIA LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) 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

84. Plaintiff Melvin G. Welch brings this action for monetary damages as a result of contracting an asbestos-related disease.

85. Plaintiff Melvin G. Welch was diagnosed with mesothelioma on or about June 27, 2022.

86. Plaintiff Melvin G. Welch's mesothelioma was caused by his exposure to asbestos during the course of his own work in various roles, including but not limited to instrumentation specialist helper and mechanic, as well as through the asbestos carried home on the clothing and person of his father during the years he lived in the family home.

87. During his work history, Plaintiff Melvin G. Welch was exposed to Defendants' asbestos-containing products through his work as an instrumentation specialist helper for Daniel Construction at the Monsanto chemical plant in Greenwood, South Carolina in the mid-late 1960s. Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, installing instrumentation on various forms of equipment. On these jobsites, he worked with and around asbestos-containing products, including but not limited to pipe and block insulation, cements, spray insulation, gaskets, packing materials, refractory motor and firebrick for use on turbines, boilers, pipes, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

88. During his work history, Plaintiff was further exposed through his work around other trades including but not limited to laborers, sheet metal workers, welders, pipefitters, boilermakers, insulators, electricians, and maintenance mechanics. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe and block insulation, cements, spray insulation, gaskets, packing material, refractory motor and firebrick for use on turbines, boilers, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos dust.

89. During his work history, Plaintiff was further exposed to Defendants' asbestos-containing products through his work as an automobile mechanic at various jobsites located in South Carolina from approximately the late 1970s to the mid-late 2000s. Plaintiff worked as a mechanic performing a variety of tasks including but not limited to preventative maintenance and repair work of engines, transmissions, shocks, exhaust, clutches, gaskets, and brakes. He was also required to clean the repair bays, which involved sweeping asbestos dust without any protection. All of these activities exposed Plaintiff to asbestos.

90. Through his work as a mechanic, Plaintiff 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, sold, supplied and/or distributed by Defendants identified above.

91. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at K-Mart in Greenwood, South Carolina from approximately the late 1970s to the late 1980s.

92. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at M&M Tire in Greenwood, South Carolina from approximately the late 1980s to the mid 1990s.

93. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at Western Auto in Greenwood, South Carolina from approximately the mid 1990s to the mid-late 2000s.

94. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes, clutches, and gaskets on his personal vehicles and the vehicles of his friends and family throughout South Carolina from approximately the early 1970s to the present. These activities exposed Plaintiff to asbestos.

95. During the course of Plaintiff Melvin G. Welch'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.

96. Plaintiff Melvin G. Welch was further exposed as a result of his father Willis G. Welch's employment for Daniel Construction as a welder at the Monsanto chemical plant in Greenwood, South Carolina from approximately the mid to the late 1960s. Plaintiff's father performed a variety of tasks throughout the facilities, and was further exposed through his work around various other trades, including, but not necessarily limited to, premises workers and other maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos materials.

97. While employed at the Monsanto chemical plant in Greenwood, South Carolina, Plaintiff's father Willis G. Welch 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 Melvin G. Welch to be exposed to said asbestos dust in sufficient amounts as to cause him to develop mesothelioma.

98. From approximately the early 1960s to the early 1970s, Plaintiff Melvin G. Welch 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 Willis G. Welch's jobsites which Plaintiff came in contact with off premises by 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 his 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.

99. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

100. Plaintiffs and Plaintiff Melvin G. Welch's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

101. Plaintiffs are 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 asbestos-containing products over a period of time.

102. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

103. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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 Melvin G. Welch's medical treatment is ascertained.

104. 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:

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

106. At all times herein mentioned, each of the named Defendants were 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.

107. 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 Melvin G. Welch and others similarly situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

108. 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 Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch. 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.

109. 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 Melvin G. Welch and his father Willis G. Welch, would use or be in proximity to and exposed to said asbestos fibers.

110. 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 Melvin G. Welch, 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.

111. Plaintiff Melvin G. Welch, 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 his father Willis G. Welch’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

112. Plaintiff Melvin G. Welch suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Melvin G. Welch and his father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

113. Defendants' conduct and defective products as described in this cause of action were a direct cause of Plaintiff Melvin G. Welch's injuries, and all damages thereby sustained by Plaintiff Melvin G. Welch. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

114. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

115. 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."

116. 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.

117. 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 Melvin G. Welch.

118. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, 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.

119. 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.

120. 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:

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

122. Plaintiff Melvin G. Welch has suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Melvin G. Welch was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

123. The Products Defendants' conduct and defective products as described above were a direct cause of Plaintiff Melvin G. Welch's injuries, and the injuries and damages thereby sustained by Plaintiffs.

124. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

125. 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, would use or be in proximity to and exposed to said asbestos fibers.

126. Plaintiff Melvin G. Welch, 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 Melvin G. Welch'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.

127. 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.

128. 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 Melvin G. Welch'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.

129. 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 Melvin G. Welch herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

130. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Melvin G. Welch and others similarly situated were exposed.

131. Defendants' defective products as described above were a direct cause of Plaintiff Melvin G. Welch's injuries, and the damages thereby sustained.

132. 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 Melvin G. Welch, his father Willis G. Welch, 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.”

133. 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.

134. 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 Melvin G. Welch 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.

135. 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.

136. 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, seeks punitive damages according to proof against all defendants.

137. 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, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

139. 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 Melvin G. Welch and/or his father Willis G. Welch worked and/or spent time as alleged above.

140. 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 Melvin G. Welch and his father Willis G. Welch were exposed.

141. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch’s and his father Willis G. Welch’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.

142. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch'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.

143. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

144. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Melvin G. Welch and his father Willis G. Welch, 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 Melvin G. Welch.

145. 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.

146. 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 Melvin G. Welch.

147. 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 and his father Willis G. Welch that he was being exposed to asbestos, failed to adequately warn Plaintiff Melvin G. Welch and his father Willis G. Welch of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

148. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Melvin G. Welch and his father Willis G. Welch.

149. Defendants' employees owed Plaintiff Melvin G. Welch and his father Willis G. Welch a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

150. Defendants' employees breached this duty of care as described above.

151. At all times mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

152. As a direct result of the Defendants' employees conduct, Plaintiff Melvin G. Welch's and his father Willis G. Welch'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 Melvin G. Welch and the damages and injuries as complained of herein by Plaintiffs.

153. The risks herein alleged and the resultant damages suffered by the Plaintiff Melvin G. Welch 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.

154. 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 Melvin G. Welch.

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:

155. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

156. 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 Melvin G. Welch and his father Willis G. Welch worked and/or spent time.

157. 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.

158. 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 Melvin G. Welch and his father Willis G. Welch and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and bystanders including Plaintiff Melvin G. Welch would be exposed to dangerous asbestos dust beyond the present.

159. 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 Plaintiffs.

160. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

161. 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 Melvin G. Welch and his father Willis G. Welch, 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.

162. 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 Melvin G. Welch and his father Willis G. Welch were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

163. At all times herein mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

164. 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.

165. 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 Melvin G. Welch, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

166. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

167. 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.

168. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

169. 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 Melvin G. Welch became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Melvin G. Welch 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:

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

171. The actions of Defendants also constituted negligence per se.

172. 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 Melvin G. Welch. 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.

173. The negligence per se of Defendants was a proximate cause of Plaintiffs' 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:

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

175. 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 Melvin G. Welch and his father Willis G. Welch 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.

1. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs 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 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:

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

3. Design Defendants owed Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

4. 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.
- (a) By such other failures as will be proved at trial.

1. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs have 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:

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

3. 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.

4. The implied warranty made by the Defendants, and/or their alter egos, 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 Melvin G. Welch and his father Willis G. Welch carried out their duties and was as a result inhaled by Plaintiff Melvin G. Welch.

5. 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 Melvin G. Welch and his father Willis G. Welch were exposed to Defendants’ asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and 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:

6. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

7. That during, before and after Plaintiff Melvin G. Welch'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 Melvin G. Welch and his father Willis G. Welch 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 Melvin G. Welch. 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.

8. The foregoing representations were material conditions precedent to Plaintiff Melvin G. Welch's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Melvin G. Welch and his father Willis G. Welch act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Melvin G. Welch and his father Willis G. Welch were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

9. As a direct and proximate result Plaintiff Melvin G. Welch's and his father Willis G. Welch's reliance upon Defendants' false representations, Plaintiffs have 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:**

10. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

11. 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.

12. 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.

13. 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.

14. 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 occupational settings from which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to and breathed asbestos dust which resulted in Plaintiff Melvin G. Welch'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 Plaintiffs herein.

15. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Melvin G. Welch 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 Melvin G. Welch's illness.

16. 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.

17. Plaintiff Melvin G. Welch 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.

18. 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 Melvin G. Welch from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

19. 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.

20. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff and his father Willis G. Welch were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff Melvin G. Welch, his father Willis G. Welch, their co-workers, their wives and families, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Melvin G. Welch and his father Willis G. Welch of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff Melvin G. Welch and his father Willis G. Welch the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiffs' damages herein.

21. During the relevant time period the Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

22. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action to inflict injury on the Plaintiff Melvin G. Welch, 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 Melvin G. Welch or his wife in the course of or as a consequence of the conspiracy or 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.
- (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, 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, 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 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.

1. Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

2. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Melvin G. Welch and his father Willis G. Welch have been 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 home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiffs have been damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Donna B. Welch Complains of Defendants, and Alleges as Follows:

3. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

4. Plaintiffs Melvin G. Welch and Donna B. Welch were married November 26, 1972 and at all times relevant to this action were husband and wife.

5. Prior to his injuries as alleged, Plaintiff Melvin G. Welch was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff

Melvin G. Welch 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 Donna B. Welch 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.

6. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Melvin G. Welch as set forth herein, Plaintiff's spouse and co-Plaintiff Donna B. Welch 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.

FOR AN TWELFTH CAUSE OF ACTION
(Alter Ego as to DCo, LLC and Enstar Holdings (US), LLC)

For a Twelfth Distinct Cause of Action, Alter Ego Claims, Plaintiffs Complain of Defendants, and allege as follows:

7. Reniz Wisconsin Gasket, LLC, a dissolved Delaware limited liability company ("Reinz") recently, after more than a year of litigating another matter, and shortly before its deposition on its financial status, dissolved as a limited liability company and served counsel of record with a certificate of cancellation.

8. The facts leading up to that event are telling. On August 30, 2022, counsel for Reinz in that action indicated that they intended to produce a witness. Two days later, counsel for Reinz reversed course and announced that it would no longer produce a witness.¹

¹

9. Then, on September 1, 2022, Reinz served that plaintiff with its Notice of Dissolution and Cancellation, both aspects of which were filed on August 30, 2022, the same day that counsel for Reinz was telling plaintiffs that it would produce a witness. A true and correct copy of the Notice of Dissolution and Cancellation is attached hereto as Exhibit 3.

10. The history of Reinz is intertwined with long time asbestos products manufactures.

Wisconsin Gasket & Manufacturing Co. was founded in Milwaukee, Wisconsin in 1943, and incorporated in Wisconsin in 1944 ("Wisconsin Gasket WI"). A second company, Wisconsin Gasket and Manufacturing Company was incorporated in Delaware in October 1980 ("Wisconsin Gasket DE") At the time of its incorporation, Wisconsin Gasket DE was a wholly-owned subsidiary of the German Corporation Reinz Dichtungs GmbH. In 1981, Wisconsin Gasket DE purchased all of the assets of Wisconsin Gasket WI. In 1985, Wisconsin Gasket DE changed its name to Reinz Wisconsin Gasket Company. Reinz Wisconsin Gasket Company manufactured gaskets and electrical insulation products, some of which, historically, were asbestos containing. Effective January 1, 2006, Reinz Wisconsin Gasket Company merged into Reinz Wisconsin Gasket, LLC, a Delaware limited liability company, with Reinz Wisconsin Gasket LLC the surviving entity. Reinz Wisconsin Gasket LLC is currently a subsidiary of DCo, LLC.

See Discovery Responses of Reinz at 2 attached as Exhibit 4

11. Reinz, for decades, manufactured and sold asbestos containing engine and automobile gasketing and other materials into the stream of commerce. Asbestos causes mesothelioma, the disease from which Mr. Welch suffers. Welch has identified manufacturers of engine and vehicles to which Reinz, on information and belief, supplied gaskets as responsible, in part, for their injury and subsequent death. Reinz sold asbestos containing component parts to a who's who of industry including, but not limited to, Dana Corporation (now known as DCo, LLC), General Motors, Cadillac, Chevrolet, and GMC. See Listing of

Reinz Customers attached as Exhibit 5. Each of those companies manufactured products to which Mr. Welch has described work on.

12. On information and belief, DCo, LLC (“DCo”), the “parent” of Reinz, was formerly known as Dana Companies LLC. DCo, then named Dana Companies, LLC, was formed in or about 2007 as part of the bankruptcy proceedings of Dana Corporation. DCo was specifically formed to handle all of Dana Corporation’s asbestos liabilities. DCo and its subsidiary Reinz, were sold to Enstar Holdings (US), Inc. or one of its related companies (collectively “Enstar”) in or about 2016. Enstar² is now responsible for all of DCo’s and its subsidiaries’ liabilities, including Reinz³, for asbestos products. The person that signed the certificate of cancellation for Reinz as an “authorized person” is Sara Kirkpatrick. *See Certificate of Cancellation of Reinz* attached as Exhibit 1. Sara Kirkpatrick is in-house legal counsel to the Enstar Group.⁴ Indeed, Enstar admits that it is the “Ultimate Controlling Entity” for Reinz in the March 2020 Quarterly Statement of Providence Washington Insurance

² Enstar “is a market leader in completing legacy acquisitions, having acquired over 75 companies and portfolios since its formation in 2001. See Enstar Press Release attached as Exhibit 6. In other words, Enstar’s business model is to buy manufacturers’ legacy liabilities, e.g. asbestos, and profit from the insurance asset “float” (i.e. profit from investing retained insurance premiums and assets) until they are used to pay claims:

Enstar Annual Report at Exhibit 7 at p. 10 Enstar profits when pending and/or future claims against one of its acquired entities are cut off, whether by contrived dissolution or otherwise. Enstar is not discreet about its model: “An owner of a company with direct exposure to asbestos and environmental liabilities *may wish to dispose of their exposure to such liabilities*...”:

Enstar Annual Report Exhibit 7 at pp 9 and 186

³ Reinz Wisconsin Gasket LLC is a subsidiary of Enstar Holdings Ltd. *See* <https://sec.report/Document/1363829/000136382922000045/a2021q4-exx211listingofsub.htm> (last visited September 13, 2022); <https://www.sec.gov/Archives/edgar/data/1363829/000136382917000017/ex-211.htm> (last visited September 13, 2022).

⁴ *See* Linked In Profile of Sara Kirkpatrick at <https://www.linkedin.com/in/sara-kirkpatrick-4757637b/>

Company. *See* 2020 Quarterly Insurance Statement attached as Exhibit 2 at pp.11 and Schedule Y attached hereto.

13. Reinz, acting apparently without any say in the matter, as the puppet of DCo and Enstar has paid lawyers, all the while, claiming not to have any assets, has now, attempted to disappear from litigation vis-à-vis the signature of Enstar's in house counsel Sara Kirkpatrick. Enstar and DCo, by and through their actions have assumed the mantle of Reinz, and now, they must assume the liabilities. They have acted for and as the company with no regard to the desires or wishes of Reinz or their fiduciary duty to that company. The result is that they are the alter-egos of Reinz and are responsible for all of the debts it has and continues to incur.

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 Plaintiffs' 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. As this claim sounds in equity, Plaintiffs pray for a bench trial and a finding that DCo, LLC is the successor in interest to or alter-ego of Reinz Wisconsin Gasket, LLC;

9. As this claim sounds in equity, Plaintiffs pray for a bench trial and a finding that Enstar Holdings (US), LLC. is the successor in interest to or the alter-ego of Reinz Wisconsin Gasket, LLC;

10. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and

11. 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

**October 28, 2022
Columbia, South Carolina**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
)
) FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH,

Plaintiffs,

v.

3M COMPANY

ACCEL PERFORMANCE GROUP LLC

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.

BELDEN INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

CAROLINA TOOL COMPANY

COPELAND CORPORATION LLC

COVIL CORPORATION

DANIEL INTERNATIONAL CORPORATION

DAVIS MECHANICAL CONTRACTORS,
INC.

C/A NO. 2022-CP-40-03834

In Re:

Asbestos Personal Injury Litigation
Coordinated Docket

THIRD AMENDED SUMMONS

DCO LLC	)
	)
EATON CORPORATION	)
	)
ELLINGTON INSULATION COMPANY,	)
INC.	)
	)
ENSTAR HOLDINGS (US), LLC	)
	)
FISHER CONTROLS INTERNATIONAL LLC	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FORD MOTOR COMPANY	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GENERAL PARTS, INC.	)
	)
GENUINE PARTS COMPANY	)
	)
GOODRICH CORPORATION	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY	)
	)
GRAYBAR ELECTRIC COMPANY, INC.	)
	)
HEAT & FROST INSULATION COMPANY,	)
INC.	)
	)
HENNESSY INDUSTRIES, LLC	)
	)
HONEYWELL INTERNATIONAL, INC.	)
	)
INDUSTRIAL HOLDINGS CORPORATION	)
	)
JOHNSON CONTROLS, INC.	)
	)

MERITOR, INC.	)
	)
METROPOLITAN LIFE INSURANCE	)
COMPANY	)
	)
MORSE TEC LLC	)
	)
MW CUSTOM PAPERS, LLC	)
	)
OCCIDENTAL CHEMICAL CORPORATION	)
	)
O'REILLY AUTO ENTERPRISES, LLC	)
	)
O'REILLY AUTOMOTIVE STORES, INC.	)
	)
PARAMOUNT GLOBAL	)
	)
PFIZER, INC.	)
	)
PHARMACIA LLC	)
	)
PIEDMONT INSULATION, INC.	)
	)
PNEUMO ABEX LLC	)
	)
REDCO CORPORATION	)
	)
REINZ WISCONSIN GASKET LLC	)
	)
RILEY POWER INC.	)
	)
ROCKWELL AUTOMATION INC.	)
	)
RUST ENGINEERING & CONSTRUCTION,	)
INC.	)
	)
RUST INTERNATIONAL INC.	)
	)
SAINT-GOBAIN ABRASIVES, INC.	)
	)
SCHNEIDER ELECTRIC USA, INC.	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
UNION CARBIDE CORPORATION	)

VISTRA INTERMEDIATE COMPANY LLC)
WESTROCK MWV, LLC)
WIND UP, LTD.)
ZF ACTIVE SAFETY US INC.)
Defendants.)
_____)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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YOU ARE HEREBY SUMMONED and required to answer the Third Amended 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

November 3, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

MELVIN G. WELCH and
DONNA B. WELCH

Plaintiffs,

v.

3M COMPANY

f/k/a MINNESOTA MINING AND
MANUFACTURING COMPANY

ACCEL PERFORMANCE GROUP LLC
f/k/a PRESTOLITE PERFORMANCE LLC,
successor to HAYES PERFORMANCE
BRAKES

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.
as successor to ATLAS ASBESTOS CO, a
foreign company

AUTOZONE, INC.

BAHNSON, INC.

BEATY INVESTMENTS, INC.
f/k/a GUY M. BEATY & CO.

BELDEN INC.
d/b/a BELDEN 2010 INC.

BELDEN WIRE & CABLE COMPANY

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC
f/k/a BRIDGESTONE FIRESTONE NORTH
AMERICAN TIRE, LLC

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

THIRD AMENDED COMPLAINT

(Jury Trial Demanded)

CAROLINA TOOL COMPANY)
)
 COPELAND CORPORATION LLC)
)
 COVIL CORPORATION)
)
 DANIEL INTERNATIONAL)
 CORPORATION)
)
 DAVIS MECHANICAL CONTRACTORS,)
 INC.)
)
 DCO LLC)
 individually and as successor-in-interest to)
 VICTOR GASKET MANUFACTURING)
 COMPANY, successor-in-interest to Reinz)
 Wisconsin Gasket, LLC, a dissolved Delaware)
 limited liability company and as alter-ego of)
 Reinz Wisconsin Gasket LLC, a dissolved)
 Delaware limited liability company)
)
 EATON CORPORATION)
)
 ELLINGTON INSULATION COMPANY,)
 INC.)
)
 ENSTAR HOLDINGS (US), LLC)
 f/k/a ENSTAR HOLDINGS (US), INC.)
 individually and as successor-in-interest to)
 Reinz Wisconsin Gasket, LLC a dissolved)
 Delaware limited liability company and as alter-)
 ego of Reinz Wisconsin Gasket, LLC, a)
 dissolved Delaware limited liability company)
)
 FISHER CONTROLS INTERNATIONAL)
 LLC)
)
 FLUOR CONSTRUCTORS)
 INTERNATIONAL)
 f/k/a FLUOR CORPORATION)
)
 FLUOR CONSTRUCTORS)
 INTERNATIONAL, INC.)
)
)
 FLUOR DANIEL SERVICES)
 CORPORATION)
)

FLUOR ENTERPRISES, INC.	)
	)
FORD MOTOR COMPANY	)
	)
GENERAL ELECTRIC COMPANY	)
	)
GENERAL PARTS, INC.	)
individually and as successor-in-interest to	)
CARQUEST CORPORATION	)
	)
GENUINE PARTS COMPANY	)
d/b/a NAPA	)
	)
GOODRICH CORPORATION	)
f/k/a THE B. F. GOODRICH COMPANY	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY	)
	)
GRAYBAR ELECTRIC COMPANY, INC.	)
	)
HEAT & FROST INSULATION	)
COMPANY, INC.	)
	)
HENNESSY INDUSTRIES, LLC	)
f/k/a HENNESSY INDUSTRIES, INC.	)
	)
HONEYWELL INTERNATIONAL, INC.	)
individually and as successor-in-interest to	)
ALLIED SIGNAL, INC., as successor to	)
BENDIX CORPORATION	)
	)
INDUSTRIAL HOLDINGS	)
CORPORATION	)
f/k/a THE CARBORUNDUM COMPANY	)
	)
JOHNSON CONTROLS, INC.	)
	)
MERITOR, INC.	)
f/k/a ARVINMERITOR, INC., successor-in-	)
interest to the former automotive products	)
segment of ROCKWELL INTERNATIONAL	)
CORPORATION	)
	)
METROPOLITAN LIFE INSURANCE	)
COMPANY	)
a wholly owned subsidiary of METLIFE INC.	)

MORSE TEC LLC
 f/k/a BORGWARNER MORSE TEC LLC, and
 successor-by-merger to BORG-WARNER
 CORPORATION

MW CUSTOM PAPERS, LLC
 individually and as successor-in-interest to
 MEADWESTVACO

**OCCIDENTAL CHEMICAL
 CORPORATION**
 as successor to DUREZ CORPORATION

O'REILLY AUTO ENTERPRISES, LLC
 individually and as successor-in-interest, parent,
 alter ego and equitable trustee of KRAGEN
 AUTO PARTS, GRAND AUTO SUPPLY,
 O'REILLY AUTO PARTS and CSK AUTO,
 INC.

O'REILLY AUTOMOTIVE STORES, 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

PFIZER, INC.

PHARMACIA LLC
 f/k/a PHARMACIA CORPORATION f/k/a
 MONSANTO COMPANY

PIEDMONT INSULATION, INC.

PNEUMO ABEX LLC
 successor-in-interest to ABEX CORPORATION

REDCO CORPORATION
 f/k/a CRANE CO.

REINZ WISCONSIN GASKET LLC

f/k/a and/or successor to REINZ WISCONSIN)
GASKET CO. and WISCONSIN GASKET)
MANUFACTURING CO., a wholly owned)
subsidiary of DCO LLC)
))
RILEY POWER INC.)
f/k/a BABCOCK BORSIG POWER INC.,)
f/k/a DB RILEY, INC., f/k/a RILEY STOKER)
CORPORATION)
))
ROCKWELL AUTOMATION INC.)
individually and as successor-in-interest to)
ALLEN-BRADLEY COMPANY LLC, f/k/a)
ROCKWELL INTERNATIONAL)
CORPORATION)
))
RUST ENGINEERING &)
CONSTRUCTION, INC.)
))
RUST INTERNATIONAL INC.)
))
SAINT-GOBAIN ABRASIVES, INC.)
f/k/a NORTON COMPANY)
))
SCHNEIDER ELECTRIC USA, INC.)
f/k/a SQUARE D COMPANY)
))
SOUTHERN INSULATION, INC.)
))
SPIRAX SARCO, INC.)
))
UNION CARBIDE CORPORATION)
))
VISTRA INTERMEDIATE COMPANY)
LLC)
individually and as successor-in-interest to)
CRSS INC.)
))
WESTROCK MWV, LLC)
individually and as successor-in-interest to)
WESTVACO)
))
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

Defendants.

)
)
)
)
)
)

PLAINTIFFS' SECOND AMENDED COMPLAINT

Plaintiffs, MELVIN G. WELCH and DONNA B. WELCH (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 Melvin G. Welch has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of his father Willis G. Welch's work with and around asbestos-containing products, which caused asbestos containing dust to cover his father's clothing, vehicle, and body which he brought home to Plaintiff Melvin G. Welch, who was then exposed to said asbestos dust and fibers. Plaintiff's exposure also occurred as a result of his own work 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; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. 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.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Melvin G. Welch and his father, Willis G. Welch, experienced occupational exposure as a result of working with and around others 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 Plaintiff Melvin G. Welch, as an instrumentation specialist helper and his father, Willis G. Welch, as a welder, on to Defendant’s premises to perform construction work for Defendant’s benefit. Plaintiff and his father were invitees who had express permission to enter Defendant’s 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 Melvin G. Welch’s mesothelioma.

5. 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 Melvin G. Welch and his father Willis G. Welch 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.”

6. 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.

7. 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, with which Plaintiff’s father Willis G. Welch, worked, and as a result were exposed to asbestos.

8. 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 Melvin G. Welch 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.

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 Melvin G. Welch 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. In addition to being exposed through his own work, Plaintiff Melvin G. Welch was exposed to asbestos through asbestos dust and fibers brought home on his father’s work clothes, from

asbestos dust in his father's vehicle and asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained in their home. His exposure to asbestos dust and fibers occurred through his father's work clothing and person when greeting him at the end of his father's workday, through spending time in his 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's home.

11. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

12. Neither Plaintiffs, nor Plaintiff's father Willis G. Welch, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

13. Both Plaintiff Melvin G. Welch and his father Willis G. Welch 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 Premises Defendants. Plaintiff's father Willis G. Welch brought asbestos home with him on his person and clothing, which caused Plaintiff Melvin G. Welch to be exposed to asbestos.

14. 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
ACCEL PERFORMANCE GROUP LLC	PRESTOLITE PERFORMANCE LLC and HAYES PERFORMANCE BRAKES
ATLAS TURNER, INC.	ATLAS ASBESTOS CO
BEATY INVESTMENTS, INC.	GUY M. BEATY & CO.
BELDEN INC.	BELDEN 2010 INC.
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC
DCO LLC	VICTOR GASKET MANUFACTURING COMPANY REINZ WISCONSIN GASKET, LLC
ENSTAR HOLDINGS (US), LLC	ENSTAR HOLDINGS (US), INC and REINZ WISCONSIN GASKET, LLC
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL PARTS, INC.	CARQUEST CORPORATION
GENUINE PARTS COMPANY	NAPA
GOODRICH CORPORATION	THE B. F. GOODRICH COMPANY

DEFENDANT	ALTERNATE ENTITY
HENNESSY INDUSTRIES, LLC	HENNESSY INDUSTRIES, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
INDUSTRIAL HOLDINGS CORPORATION	THE CARBORUNDUM COMPANY
MERITOR, INC.	ARVINMERITOR, INC. and ROCKWELL INTERNATIONAL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION
MW CUSTOM PAPERS, LLC	MEADWESTVACO
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
O'REILLY AUTO ENTERPRISES, LLC	KRAGEN AUTO PARTS, GRAND AUTO SUPPLY, O'REILLY AUTO PARTS, and CSK AUTO, INC.
PARAMOUNT GLOBAL	VIACOMCBS INC., CBS CORPORATION, a Delaware corporation, VIACOM, INC., CBS CORPORATION, a Pennsylvania corporation, and WESTINGHOUSE ELECTRIC CORPORATION
PHARMACIA LLC	PHARMACIA CORPORATION and MONSANTO COMPANY
PNEUMO ABEX, LLC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO.

DEFENDANT	ALTERNATE ENTITY
REINZ WISCONSIN GASKET LLC	REINZ WISCONSIN GASKET CO., WISCONSIN GASKET & MANUFACTURING CO., and DCO LLC
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY, INC., and RILEY STOKER CORPORATION
ROCKWELL AUTOMATION INC.	ALLEN-BRADLEY COMPANY LLC and ROCKWELL INTERNATIONAL CORPORATION
SAINT-GOBAIN ABRASIVES, INC.	NORTON COMPANY
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WESTROCK MWV, LLC	WESTVACO
WIND UP, LTD.	PIPE AND BOILER INSULATION, INC. and CAROLINA INDUSTRIAL INSULATING CO.
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY

15. 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.

16. 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 asbestos-containing products over a period of time.

17. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

18. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has 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 Melvin G. Welch's medical treatment is ascertained.

19. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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.

20. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States armed forces 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 Melvin G. Welch's

United States armed forces 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.

THE PARTIES

21. Plaintiffs Melvin G. Welch and Donna B. Welch are currently residents of the State of South Carolina. Plaintiff Melvin G. Welch was exposed to asbestos as a result of his father Willis G. Welch's career at various job sites, including but not limited to, locations in South Carolina. Plaintiff was exposed to asbestos dust and fibers taken home on his father, from asbestos dust in his father's vehicle, asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained. Plaintiff Melvin G. Welch was also exposed to asbestos during the course of his own career at various job sites, including but not limited to, locations in multiple states, including but not limited to South 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 tape and 3M asbestos-containing products, including but not limited to

auto body sealer. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ACCEL PERFORMANCE GROUP LLC**, f/k/a PRESTOLITE PERFORMANCE LLC, successor to HAYES PERFORMANCE BRAKES, was and is a Delaware limited liability company with its principal place of business in Kentucky. At all times material hereto, ACCEL PERFORMANCE GROUP LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hayes performance brakes. ACCEL PERFORMANCE GROUP LLC is sued as a Product Defendant. Plaintiffs' claims against ACCEL PERFORMANCE GROUP LLC arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ADVANCE AUTO PARTS, INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ADVANCE AUTO PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets. ADVANCE AUTO PARTS, INC. is sued as a Product Defendant. Plaintiffs' claims against ADVANCE AUTO PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **AMERICAN HONDA MOTOR CO., INC.**, was and is a California corporation with its principal place of business in California. At all times material hereto, AMERICAN HONDA MOTOR CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited

to, asbestos-containing friction products. AMERICAN HONDA MOTOR CO., INC. is sued as a Product Defendant. Plaintiffs' claims against AMERICAN HONDA MOTOR CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **ATLAS ASBESTOS CO**, 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 ASBESTOS CO mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS ASBESTOS CO is sued as a Product Defendant. Plaintiffs' claims against ATLAS ASBESTOS CO arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ATLAS TURNER, INC.**, as successor to ATLAS ASBESTOS CO, 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS TURNER, INC. is sued as a Product Defendant. Plaintiffs' claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **AUTOZONE, INC.**, was and is a Nevada corporation with its principal place of business in Tennessee. At all times material hereto, AUTOZONE, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction

products. AUTOZONE, INC. is sued as a Product Defendant. Plaintiffs' claims against AUTOZONE, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of

asbestos. Plaintiffs' claims against BEATY INVESTMENTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **BELDEN INC.**, d/b/a BELDEN 2010 INC., was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN INC. is sued as a Product Defendant. Plaintiffs' claims against BELDEN INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **BELDEN WIRE & CABLE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, BELDEN WIRE & CABLE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing wires, cables, panels, and electrical controls. BELDEN WIRE & CABLE COMPANY is sued as a Product Defendant. Plaintiffs' claims against BELDEN WIRE & CABLE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, f/k/a BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC, was and is a Delaware limited liability company with its principal place of business in Tennessee. At all times material hereto, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing tires and friction products. BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC is sued as a Product Defendant. Plaintiffs' claims against BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **CAROLINA TOOL COMPANY**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CAROLINA TOOL COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets, and based upon information and belief Carolina Tool Company was and is an authorized NAPA dealer. CAROLINA TOOL COMPANY is sued as a Product Defendant. Plaintiffs' claims against CAROLINA TOOL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **COPELAND CORPORATION LLC**, was and is a Delaware limited liability company with its principal place of business in Ohio. At all times material hereto, COPELAND CORPORATION LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against COPELAND CORPORATION LLC arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. 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. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **DCO LLC**, individually and as successor-in-interest to VICTOR GASKET MANUFACTURING COMPANY and alter-ego of REINZ WISCONSIN GASKET, LLC, was and is a Virginia limited liability company with its principal place of business in Tennessee. At all times material hereto, DCO LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against DCO LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced,

repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Spicer brakes, Eaton brakes, and Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiffs' claims against EATON CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **ELLINGTON INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ELLINGTON INSULATION COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ELLINGTON INSULATION COMPANY, INC. is sued as a Product Defendant. ELLINGTON 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 Ellington Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against ELLINGTON INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **ENSTAR HOLDINGS (US), LLC** f/k/a Enstar Holdings (US), Inc., successor to REINZ WISCONSIN GASKET, LLC, is a Delaware limited liability company. At all times material hereto, ENSTAR HOLDINGS (US), LLC, as the successor-in-interest to Reinz Wisconsin Gasket, LLC manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing

gaskets. ENSTAR HOLDINGS (US), INC. is sued as a Product Defendant. Plaintiffs' claims against ENSTAR HOLDINGS (US), INC. arise out of this Defendant's business activities in the State of South Carolina.

43. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves and controls. FISHER CONTROLS INTERNATIONAL LLC is sued as a Product Defendant. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL LLC 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of

asbestos. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

46. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

48. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. FORD MOTOR COMPANY is sued as a Product Defendant. Plaintiffs' claims against FORD MOTOR COMPANY arise out of this Defendant's business activities in the State of South Carolina.

49. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing electric panels and wires. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **GENERAL PARTS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against GENERAL PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **GENUINE PARTS COMPANY**, d/b/a NAPA, was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, and based upon information and belief GENUINE PARTS COMPANY extended authorized dealership privileges to Carolina Tool Company. GENUINE

PARTS COMPANY is sued as a Product Defendant. Plaintiffs' claims against GENUINE PARTS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

52. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goodrich brakes. GOODRICH CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

53. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

54. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing friction products. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **HENNESSY INDUSTRIES, LLC**, f/k/a HENNESSY INDUSTRIES, INC., was and is a Delaware limited liability with its principal place of business in Tennessee. At all times material hereto, HENNESSY INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, and/or equipment designed to be used with asbestos-containing products, including, but not limited to, Ammco Arc grinders and brake drum lathe and asbestos-containing grinders. HENNESSY

INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against HENNESSY INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

57. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, valves, and controls. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

58. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing grinding wheels and Black Magic Diamond. INDUSTRIAL HOLDINGS CORPORATION is sued as a Product Defendant. Plaintiffs' claims against INDUSTRIAL HOLDINGS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

59. 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. mined, manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Johnson valves. JOHNSON CONTROLS, INC. is sued as a Product Defendant. Plaintiffs' claims against JOHNSON CONTROLS, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **MERITOR, INC.**, f/k/a ARVINMERITOR, INC., successor-in-interest to the former automotive products segment of ROCKWELL INTERNATIONAL CORPORATION, was and is a Nevada corporation with its principal place of business in Michigan. At all times material hereto, MERITOR, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Rockwell brakes. MERITOR, INC. is sued as a Product Defendant. Plaintiffs' claims against MERITOR, INC. arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., 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.

62. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing brakes, including but not limited to Borg-Beck brakes, and clutches, including but not limited to Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Plaintiffs' claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **MW CUSTOM PAPERS, LLC**, was and is a Delaware limited liability with its principal place of business in Georgia. At all times material hereto, MW CUSTOM PAPERS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. MW CUSTOM PAPERS, LLC is sued as a Product Defendant. Plaintiffs' claims against MW CUSTOM PAPERS, LLC arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, as successor 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **O'REILLY AUTO ENTERPRISES, LLC**, individually and as successor-in-interest, parent, alter ego and equitable trustee of KRAGEN AUTO PARTS, GRAND

AUTO SUPPLY, O'REILLY AUTO PARTS and CSK AUTO, INC., was and is a Delaware limited liability with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTO ENTERPRISES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTO ENTERPRISES, LLC arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **O'REILLY AUTOMOTIVE STORES, INC.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, O'REILLY AUTOMOTIVE STORES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against O'REILLY AUTOMOTIVE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

67. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse control panels and electrical

equipment. PARAMOUNT GLOBAL is sued as a Product Defendant. Plaintiffs' claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

68. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiffs' claims against PFIZER, INC. arise out of this Defendant's business activities in the State of South Carolina.

69. 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. At all times material hereto, PHARMACIA LLC owned and/or controlled premises at which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto chemical plant in Greenwood, South Carolina. PHARMACIA LLC is sued as a Premises Defendant. Plaintiffs' claims against PHARMACIA LLC arise out of this Defendant's business activities in the State of South Carolina.

70. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 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 Heat & Frost Insulation Company, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against PIEDMONT INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

71. 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 New Jersey. At all times material hereto, PNEUMO ABEX, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. PNEUMO ABEX, LLC is sued as a Product Defendant. Plaintiffs' claims against PNEUMO ABEX, LLC arise out of this Defendant's business activities in the State of South Carolina.

72. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, and Crane pumps. REDCO CORPORATION is sued as a Product Defendant. Plaintiffs' claims against REDCO CORPORATION. Arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **REINZ WISCONSIN GASKET LLC**, f/k/a and/or successor to REINZ WISCONSIN GASKET CO. and WISCONSIN GASKET & MANUFACTURING CO., a wholly owned subsidiary of DCO LLC, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, REINZ WISCONSIN GASKET LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. REINZ WISCONSIN GASKET LLC is sued as a Product Defendant. Plaintiffs' claims against REINZ WISCONSIN GASKET LLC arise out of this Defendant's business activities in the State of South Carolina.

74. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **ROCKWELL AUTOMATION INC.**, individually and as successor-in-interest 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced,

repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION INC. is sued as a Product Defendant. Plaintiffs' claims against ROCKWELL AUTOMATION INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a Design Defendant. RUST 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **SAINT-GOBAIN ABRASIVES, INC.**, f/k/a 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Norton grinding wheels. SAINT-GOBAIN ABRASIVES, INC. is sued as a Product Defendant. Plaintiffs' claims against SAINT-GOBAIN ABRASIVES, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. SCHNEIDER ELECTRIC USA, INC. is sued as a Product

Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION, INC. is sued as a Product Defendant. SOUTHERN 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 Southern Insulation, Inc., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

81. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam traps. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiffs' claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

82. 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 mined, manufactured, processed, imported, converted, compounded,

supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers and asbestos-containing phenolic molding products. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

83. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials 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 Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing friction paper. WESTROCK MWV, LLC is sued as a Product Defendant. Plaintiffs' claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **WIND UP, LTD.**, individually and as successor-in-interest to PIPE & BOILER INSULATION, INC. and 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Wind Up, Ltd., exposed tens of thousands of people, including the Plaintiff Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiffs' claims against WIND UP, LTD. arise out of this Defendant's business activities in the State of South Carolina.

86. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and clutches. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Plaintiffs' claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

87. Plaintiff Melvin G. Welch was exposed through his father, Willis G. Welch, and also experienced further occupational exposure himself, as a result of each of them working with and around asbestos-containing equipment in their immediate vicinities at their work sites, including but not limited to, the premises of Defendant PHARMACIA LLC (collectively, hereinafter the “Premises Defendants”). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) 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

88. Plaintiff Melvin G. Welch brings this action for monetary damages as a result of contracting an asbestos-related disease.

89. Plaintiff Melvin G. Welch was diagnosed with mesothelioma on or about June 27, 2022.

90. Plaintiff Melvin G. Welch’s mesothelioma was caused by his exposure to asbestos during the course of his own work in various roles, including but not limited to instrumentation specialist helper and mechanic, as well as through the asbestos carried home on the clothing and person of his father during the years he lived in the family home.

91. During his work history, Plaintiff Melvin G. Welch was exposed to Defendants’ asbestos-containing products through his work as an instrumentation specialist helper for Daniel Construction at the Monsanto chemical plant in Greenwood, South Carolina in the mid-late 1960s.

Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, installing instrumentation on various forms of equipment. On these jobsites, he worked with and around asbestos-containing products, including but not limited to pipe and block insulation, cements, spray insulation, gaskets, packing materials, refractory motor and firebrick for use on turbines, boilers, pipes, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

92. During his work history, Plaintiff was further exposed through his work around other trades including but not limited to laborers, sheet metal workers, welders, pipefitters, boilermakers, insulators, electricians, and maintenance mechanics. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe and block insulation, cements, spray insulation, gaskets, packing material, refractory motor and firebrick for use on turbines, boilers, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Plaintiff to asbestos and asbestos dust.

93. During his work history, Plaintiff was further exposed to Defendants' asbestos-containing products through his work as an automobile mechanic at various jobsites located in South Carolina from approximately the late 1970s to the mid-late 2000s. Plaintiff worked as a mechanic performing a variety of tasks including but not limited to preventative maintenance and repair work of engines, transmissions, shocks, exhaust, clutches, gaskets, and brakes. He was also required to clean the repair bays, which involved sweeping asbestos dust without any protection. All of these activities exposed Plaintiff to asbestos.

94. Through his work as a mechanic, Plaintiff 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, sold, supplied and/or distributed by Defendants identified above.

95. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at K-Mart in Greenwood, South Carolina from approximately the late 1970s to the late 1980s.

96. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at M&M Tire in Greenwood, South Carolina from approximately the late 1980s to the mid 1990s.

97. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a mechanic at Western Auto in Greenwood, South Carolina from approximately the mid 1990s to the mid-late 2000s.

98. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes, clutches, and gaskets on his personal vehicles and the vehicles of his friends and family throughout South Carolina from approximately the early 1970s to the present. These activities exposed Plaintiff to asbestos.

99. During the course of Plaintiff Melvin G. Welch'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.

100. Plaintiff Melvin G. Welch was further exposed as a result of his father Willis G. Welch's employment for Daniel Construction as a welder at the Monsanto chemical plant in Greenwood, South Carolina from approximately the mid to the late 1960s. Plaintiff's father performed a variety of tasks throughout the facilities, and was further exposed through his work

around various other trades, including, but not necessarily limited to, premises workers and other maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos materials.

101. While employed at the Monsanto chemical plant in Greenwood, South Carolina, Plaintiff's father Willis G. Welch 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 Melvin G. Welch to be exposed to said asbestos dust in sufficient amounts as to cause him to develop mesothelioma.

102. From approximately the early 1960s to the early 1970s, Plaintiff Melvin G. Welch 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 Willis G. Welch's jobsites which Plaintiff came in contact with off premises by 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 his 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.

103. Plaintiff Melvin G. Welch'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 Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

104. Plaintiffs and Plaintiff Melvin G. Welch's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

105. Plaintiffs are 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 asbestos-containing products over a period of time.

106. As a direct and proximate result of the conduct as alleged within, Plaintiff Melvin G. Welch 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.

107. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Melvin G. Welch has incurred, and will 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 Melvin G. Welch's medical treatment is ascertained.

108. 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:

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

110. At all times herein mentioned, each of the named Defendants were 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.

111. 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 Melvin G. Welch and

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

112. 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 Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch. 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.

113. 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 Melvin G. Welch and his father Willis G. Welch, would use or be in proximity to and exposed to said asbestos fibers.

114. 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 Melvin G. Welch, 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.

115. Plaintiff Melvin G. Welch, 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 his father Willis G. Welch’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

116. Plaintiff Melvin G. Welch suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Melvin G. Welch and his father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

117. Defendants’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Melvin G. Welch’s injuries, and all damages thereby sustained by

Plaintiff Melvin G. Welch. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

118. Furthermore, the conduct of Defendants and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

119. 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.”

120. 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.

121. 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 Melvin G. Welch.

122. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, 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.

123. 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.

124. 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:

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

126. Plaintiff Melvin G. Welch has suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Melvin G. Welch was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

127. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Melvin G. Welch’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

128. Furthermore, the Defendants’ conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Melvin G. Welch 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 Melvin G. Welch and others similarly situated.

129. 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, would use or be in proximity to and exposed to said asbestos fibers.

130. Plaintiff Melvin G. Welch, 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 Melvin G. Welch’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.

131. 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.

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, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Melvin G. Welch'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.

133. 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 Melvin G. Welch herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

134. Plaintiff Melvin G. Welch, his father Willis G. Welch, 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 Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Said Defendants and/or their "alternate

entities" further failed to adequately warn of the risks to which Plaintiff Melvin G. Welch and others similarly situated were exposed.

135. Defendants' defective products as described above were a direct cause of Plaintiff Melvin G. Welch's injuries, and the damages thereby sustained.

136. 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 Melvin G. Welch, his father Willis G. Welch, 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."

137. 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.

138. 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 Melvin G. Welch 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.

139. 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.

140. 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, seeks punitive damages according to proof against all defendants.

141. 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, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

143. 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 Melvin G. Welch and/or his father Willis G. Welch worked and/or spent time as alleged above.

144. 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 Melvin G. Welch and his father Willis G. Welch were exposed.

145. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch's and his father Willis G. Welch'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.

146. Employees handling and disturbing asbestos-containing products in Plaintiff Melvin G. Welch'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.

147. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

148. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Melvin G. Welch and his father Willis G. Welch, 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 Melvin G. Welch.

149. 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.

150. 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 Melvin G. Welch.

151. 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 and his father Willis G. Welch that he was being exposed to asbestos, failed to adequately warn Plaintiff Melvin G. Welch and his father Willis G. Welch of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

152. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Melvin G. Welch and his father Willis G. Welch.

153. Defendants' employees owed Plaintiff Melvin G. Welch and his father Willis G. Welch a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

154. Defendants' employees breached this duty of care as described above.

155. At all times mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

156. As a direct result of the Defendants' employees conduct, Plaintiff Melvin G. Welch's and his father Willis G. Welch'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 Melvin G. Welch and the damages and injuries as complained of herein by Plaintiffs.

157. The risks herein alleged and the resultant damages suffered by the Plaintiff Melvin G. Welch 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.

158. 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 Melvin G. Welch.

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:

159. Plaintiffs incorporate by reference, the preceding paragraphs as if fully set forth herein.

160. 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 Melvin G. Welch and his father Willis G. Welch worked and/or spent time.

161. 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.

162. 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 Melvin G. Welch and his father Willis G. Welch and settled onto their clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and bystanders including Plaintiff Melvin G. Welch would be exposed to dangerous asbestos dust beyond the present.

163. 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 Plaintiffs.

164. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

165. 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 Melvin G. Welch and his father Willis G. Welch, 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.

166. 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 Melvin G. Welch and his father Willis G. Welch were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

167. At all times herein mentioned, Plaintiff Melvin G. Welch and his father Willis G. Welch were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

168. 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.

169. 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 Melvin G. Welch, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

170. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

171. 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.

172. Defendants failed to warn their employees and bystanders thereto, including Plaintiff Melvin G. Welch and his father Willis G. Welch, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

173. 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 Melvin G. Welch became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Melvin G. Welch 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:

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

175. The actions of Defendants also constituted negligence per se.

176. 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 Melvin G. Welch. 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.

177. The negligence per se of Defendants was a proximate cause of Plaintiffs' 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:

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

179. 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 Melvin G. Welch and his father Willis G. Welch 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.

180. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs 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 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:

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

182. Design Defendants owed Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

183. 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.

184. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiffs have 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:

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

186. 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.

187. The implied warranty made by the Defendants, and/or their alter egos, 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 Melvin G. Welch and his father Willis G. Welch carried out their duties and was as a result inhaled by Plaintiff Melvin G. Welch.

188. 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 Melvin G. Welch and his father Willis G. Welch were exposed to Defendants’ asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and 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:

189. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

190. That during, before and after Plaintiff Melvin G. Welch’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 Melvin G. Welch and his father Willis G. Welch 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 Melvin G. Welch. 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.

191. The foregoing representations were material conditions precedent to Plaintiff Melvin G. Welch's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Plaintiff Melvin G. Welch and his father Willis G. Welch act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Melvin G. Welch and his father Willis G. Welch were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

192. As a direct and proximate result Plaintiff Melvin G. Welch's and his father Willis G. Welch's reliance upon Defendants' false representations, Plaintiffs have 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:

193. Plaintiffs repeat and re-allege the portions of the above paragraphs where relevant.

194. 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.

195. 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.

196. 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.

197. 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 occupational settings from which Plaintiff Melvin G. Welch and his father Willis G. Welch were exposed to and breathed asbestos dust which resulted in Plaintiff Melvin G. Welch'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 Plaintiffs herein.

198. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Melvin G. Welch 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 Melvin G. Welch's illness.

199. 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.

200. Plaintiff Melvin G. Welch 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.

201. 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 Melvin G. Welch from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

202. 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.

203. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff and his father Willis G. Welch were caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff Melvin G. Welch, his father Willis G. Welch, their co-workers, their wives and families, and the general public to be unaware of the true and full dangers

of asbestos, depriving Plaintiff Melvin G. Welch and his father Willis G. Welch of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Plaintiff Melvin G. Welch and his father Willis G. Welch the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

204. During the relevant time period the Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

205. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action to inflict injury on the Plaintiff Melvin G. Welch, 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 Melvin G. Welch or his wife in the course of or as a consequence of the conspiracy or 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.
- (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, 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, 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 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.

206. Plaintiff Melvin G. Welch and his father Willis G. Welch 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.

207. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Melvin G. Welch and his father Willis G. Welch have been 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 home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiffs have been damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Loss of Consortium)

For an Eleventh Distinct Cause of Action for Loss of Consortium, Plaintiff Donna B. Welch Complains of Defendants, and Alleges as Follows:

208. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

209. Plaintiffs Melvin G. Welch and Donna B. Welch were married November 26, 1972 and at all times relevant to this action were husband and wife.

210. Prior to his injuries as alleged, Plaintiff Melvin G. Welch was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Melvin G.

Welch 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 Donna B. Welch 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.

211. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Melvin G. Welch as set forth herein, Plaintiff's spouse and co-Plaintiff Donna B. Welch 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.

FOR AN TWELFTH CAUSE OF ACTION
(Alter Ego as to DCo, LLC and Enstar Holdings (US), LLC)

For a Twelfth Distinct Cause of Action, Alter Ego Claims, Plaintiffs Complain of Defendants, and allege as follows:

212. Reniz Wisconsin Gasket, LLC, a dissolved Delaware limited liability company ("Reinz") recently, after more than a year of litigating another matter, and shortly before its deposition on its financial status, dissolved as a limited liability company and served counsel of record with a certificate of cancellation.

213. The facts leading up to that event are telling. On August 30, 2022, counsel for Reinz in that action indicated that they intended to produce a witness. Two days later, counsel for Reinz reversed course and announced that it would no longer produce a witness.¹

214. Then, on September 1, 2022, Reinz served that plaintiff with its Notice of Dissolution and Cancellation, both aspects of which were filed on August 30, 2022, the same day that counsel for Reinz was telling plaintiffs that it would produce a witness. A true and correct copy of the Notice of Dissolution and Cancellation is attached hereto as Exhibit 3.

215. The history of Reinz is intertwined with long time asbestos products manufactures.

Wisconsin Gasket & Manufacturing Co. was founded in Milwaukee, Wisconsin in 1943, and incorporated in Wisconsin in 1944 ("Wisconsin Gasket WI"). A second company, Wisconsin Gasket and Manufacturing Company was incorporated in Delaware in October 1980 ("Wisconsin Gasket DE") At the time of its incorporation, Wisconsin Gasket DE was a wholly-owned subsidiary of the German Corporation Reinz Dichtungs GmbH. In 1981, Wisconsin Gasket DE purchased all of the assets of Wisconsin Gasket WI. In 1985, Wisconsin Gasket DE changed its name to Reinz Wisconsin Gasket Company. Reinz Wisconsin Gasket Company manufactured gaskets and electrical insulation products, some of which, historically, were asbestos containing. Effective January 1, 2006, Reinz Wisconsin Gasket Company merged into Reinz Wisconsin Gasket, LLC, a Delaware limited liability company, with Reinz Wisconsin Gasket LLC the surviving entity. Reinz Wisconsin Gasket LLC is currently a subsidiary of DCo, LLC.

See Discovery Responses of Reinz at 2 attached as Exhibit 4

216. Reinz, for decades, manufactured and sold asbestos containing engine and automobile gasketing and other materials into the stream of commerce. Asbestos causes mesothelioma, the disease from which Mr. Welch suffers. Welch has identified manufacturers of engine and vehicles to which Reinz, on information and belief, supplied gaskets as responsible, in part, for their injury and subsequent death. Reinz sold asbestos containing component parts to a who's who of industry including, but not limited to, Dana Corporation (now known as DCo, LLC), General Motors, Cadillac, Chevrolet, and GMC. See Listing of Reinz Customers attached as Exhibit 5. Each of those companies manufactured products to which Mr. Welch has described work on.

217. On information and belief, DCo, LLC (“DCo”), the “parent” of Reinz, was formerly known as Dana Companies LLC. DCo, then named Dana Companies, LLC, was formed in or about 2007 as part of the bankruptcy proceedings of Dana Corporation. DCo was specifically formed to handle all of Dana Corporation’s asbestos liabilities. DCo and its subsidiary Reinz, were sold to Enstar Holdings (US), Inc. or one of its related companies (collectively “Enstar”) in or about 2016. Enstar² is now responsible for all of DCo’s and its subsidiaries’ liabilities, including Reinz³, for asbestos products. The person that signed the certificate of cancellation for Reinz as an “authorized person” is Sara Kirkpatrick. See *Certificate of Cancellation of Reinz* attached as Exhibit 1. Sara Kirkpatrick is in-house legal counsel to the Enstar Group.⁴ Indeed, Enstar admits that it is the “Ultimate Controlling Entity” for Reinz in the March 2020 Quarterly Statement of Providence Washington Insurance Company. See 2020 Quarterly Insurance Statement attached as Exhibit 2 at pp.11 and Schedule Y attached hereto.

218. Reinz, acting apparently without any say in the matter, as the puppet of DCo and Enstar has paid lawyers, all the while, claiming not to have any assets, has now, attempted to

² Enstar “is a market leader in completing legacy acquisitions, having acquired over 75 companies and portfolios since its formation in 2001. See Enstar Press Release attached as Exhibit 6. In other words, Enstar’s business model is to buy manufacturers’ legacy liabilities, e.g. asbestos, and profit from the insurance asset “float” (i.e. profit from investing retained insurance premiums and assets) until they are used to pay claims:

Enstar Annual Report at Exhibit 7 at p. 10 Enstar profits when pending and/or future claims against one of its acquired entities are cut off, whether by contrived dissolution or otherwise. Enstar is not discreet about its model: “An owner of a company with direct exposure to asbestos and environmental liabilities *may wish to dispose of their exposure to such liabilities...*”:

Enstar Annual Report Exhibit 7 at pp 9 and 186

³ Reinz Wisconsin Gasket LLC is a subsidiary of Enstar Holdings Ltd. See <https://sec.report/Document/1363829/000136382922000045/a2021q4-exx211listingofsub.htm> (last visited September 13, 2022); <https://www.sec.gov/Archives/edgar/data/1363829/000136382917000017/ex-211.htm> (last visited September 13, 2022).

⁴ See Linked In Profile of Sara Kirkpatrick at <https://www.linkedin.com/in/sara-kirkpatrick-4757637b/>

disappear from litigation vis-à-vis the signature of Enstar's in house counsel Sara Kirkpatrick. Enstar and DCo, by and through their actions have assumed the mantle of Reinz, and now, they must assume the liabilities. They have acted for and as the company with no regard to the desires or wishes of Reinz or their fiduciary duty to that company. The result is that they are the alter-egos of Reinz and are responsible for all of the debts it has and continues to incur.

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 Plaintiffs' 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. As this claim sounds in equity, Plaintiffs pray for a bench trial and a finding that DCo, LLC is the successor in interest to or alter-ego of Reinz Wisconsin Gasket, LLC;
9. As this claim sounds in equity, Plaintiffs pray for a bench trial and a finding that Enstar Holdings (US), LLC. is the successor in interest to or the alter-ego of Reinz Wisconsin Gasket, LLC;
10. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company); and

11. 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

November 3, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Melvin G. Welch and Donna B. Welch,	)	C/A NO. 2022-CP-40-03834
	)	
Plaintiffs,	)	
	)	
vs.	)	<u>ANSWER AND DEFENSES OF</u>
	)	<u>DEFENDANT ATLAS TURNER,</u>
	)	<u>INC., ON BEHALF OF ITSELF</u>
3M Company, et al.,	)	<u>AND DEFENDANT ATLAS</u>
	)	<u>ASBESTOS CO. TO</u>
Defendants.	)	<u>PLAINTIFFS' THIRD</u>
	)	<u>AMENDED COMPLAINT</u>
	)	

(Jury Trial Requested)

Comes now, Defendant Atlas Turner, Inc. sued incorrectly as Atlas Turner, Inc., as successor to Atlas Asbestos Co. ("Atlas Turner, Inc." or "Defendant"), on behalf of itself and Defendant Atlas Asbestos Co.,¹ by and through undersigned counsel, and presents the following Answers and Defenses to Plaintiffs' Third Amended Complaint ("Complaint").

GENERAL DENIAL

Each and every allegation of the Complaint is expressly denied unless specifically admitted, qualified, or explained herein.

RESPONSE TO GENERAL ALLEGATIONS

1. Atlas Turner, Inc. denies the allegations in paragraph 1, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 1 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

¹ Although Atlas Asbestos Co. and Atlas Turner, Inc. are named in the Complaint as separate defendants, they are not separate companies. Atlas Asbestos Co. changed its name to Atlas Turner, Inc. Therefore, Atlas Asbestos Co. and Atlas Turner Inc. are two different names for the same company, and the proper name of the company is Atlas Turner, Inc.

2. Atlas Turner, Inc. denies the allegations in paragraph 2, including all subparts, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 2 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

3. Atlas Turner, Inc. denies the allegations in paragraph 3, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 3 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

4. Atlas Turner, Inc. denies the allegations in paragraph 4, including all subparts, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 4 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

5. Atlas Turner, Inc. denies the allegations in paragraph 5, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 5 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

6. Atlas Turner, Inc. denies the allegations in paragraph 6, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 6 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a

response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

7. Atlas Turner, Inc. denies the allegations in paragraph 7, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 7 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

8. Atlas Turner, Inc. denies the allegations in paragraph 8, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 8 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

9. Atlas Turner, Inc. denies the allegations in paragraph 9, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 9 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

10. Atlas Turner, Inc. denies the allegations in paragraph 10, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 10 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

11. Atlas Turner, Inc. denies the allegations in paragraph 11, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 11 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

12. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 12 and, therefore, denies the allegations.

13. Atlas Turner, Inc. denies the allegations in paragraph 13, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 13 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

14. Atlas Turner, Inc. denies the allegations in paragraph 14, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 14 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

15. Atlas Turner, Inc. denies the allegations in paragraph 15, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 15 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

16. Atlas Turner, Inc. denies the allegations in paragraph 16, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 16 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

17. Atlas Turner, Inc. denies the allegations in paragraph 17, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 17 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

18. Atlas Turner, Inc. denies the allegations in paragraph 18, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 18 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

19. Atlas Turner, Inc. denies the allegations in paragraph 19, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 19 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

20. Paragraph 20 affirmatively disclaims any cause of action related to (a) any United States armed forces service, (b) any federal enclave, (c) the United States Constitution or any federal law or regulations, and (d) federal admiralty or maritime law. To the extent that Plaintiffs' allegations of exposure to asbestos against Atlas Turner, Inc. derive from service in the United States armed forces or at any federal enclave, or to the extent that Plaintiff attempts to assert a claim against Atlas Turner, Inc. that arises under federal law or regulation or under federal admiralty or maritime law, those allegations are now expressly waived and the Complaint must be dismissed as to Atlas Turner, Inc. Atlas Turner, Inc. denies any remaining allegations in paragraph 20.

RESPONSE TO THE PARTIES

21. Atlas Turner, Inc. denies the allegations in paragraph 21, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 21 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

22. The allegations in paragraph 22 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

23. The allegations in paragraph 23 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

24. The allegations in paragraph 24 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

25. The allegations in paragraph 25 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

26. Defendant Atlas Asbestos Co. was a Canadian Company, and it changed its name to Atlas Turner, Inc.; the proper name of the company is Atlas Turner, Inc. The remaining allegations contained in paragraph 26 of the Complaint are denied. Defendant specifically denies that the Court has jurisdiction over it in this case.

27. Defendant Atlas Turner, Inc. admits that it is a corporation organized and existing under the laws of Canada, that its principal place of business was in Quebec, and that it is

headquartered in the Province of Quebec. Atlas Turner, Inc. denies the remaining allegations contained in paragraph 27 of the Complaint. Defendant specifically denies that this court has jurisdiction over it in this case.

28. The allegations in paragraph 28 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

29. The allegations in paragraph 29 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

30. The allegations in paragraph 30 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

31. The allegations in paragraph 31 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

32. The allegations in paragraph 32 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

33. The allegations in paragraph 33 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

34. The allegations in paragraph 34 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

35. The allegations in paragraph 35 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

36. The allegations in paragraph 36 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

37. The allegations in paragraph 37 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

38. The allegations in paragraph 38 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

39. The allegations in paragraph 39 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

40. The allegations in paragraph 40 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

41. The allegations in paragraph 41 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

42. The allegations in paragraph 42 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

43. The allegations in paragraph 43 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

44. The allegations in paragraph 44 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

45. The allegations in paragraph 45 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

46. The allegations in paragraph 46 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

47. The allegations in paragraph 47 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

48. The allegations in paragraph 48 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

49. The allegations in paragraph 49 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

50. The allegations in paragraph 50 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

51. The allegations in paragraph 51 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

52. The allegations in paragraph 52 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

53. The allegations in paragraph 53 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

54. The allegations in paragraph 54 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

55. The allegations in paragraph 55 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

56. The allegations in paragraph 56 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

57. The allegations in paragraph 57 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

58. The allegations in paragraph 58 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

59. The allegations in paragraph 59 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

60. The allegations in paragraph 60 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

61. The allegations in paragraph 61 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

62. The allegations in paragraph 62 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

63. The allegations in paragraph 63 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

64. The allegations in paragraph 64 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

65. The allegations in paragraph 65 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

66. The allegations in paragraph 66 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

67. The allegations in paragraph 67 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

68. The allegations in paragraph 68 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

69. The allegations in paragraph 69 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

70. The allegations in paragraph 70 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

71. The allegations in paragraph 71 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

72. The allegations in paragraph 72 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

73. The allegations in paragraph 73 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

74. The allegations in paragraph 74 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

75. The allegations in paragraph 75 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

76. The allegations in paragraph 76 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

77. The allegations in paragraph 77 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

78. The allegations in paragraph 78 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

79. The allegations in paragraph 79 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

80. The allegations in paragraph 80 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

81. The allegations in paragraph 81 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

82. The allegations in paragraph 82 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

83. The allegations in paragraph 83 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

84. The allegations in paragraph 84 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

85. The allegations in paragraph 85 are not directed at Atlas Turner, Inc. and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

86. The allegations in paragraph 86 are not directed at Atlas Turner, Inc. and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

87. Atlas Turner, Inc. denies the allegations in paragraph 87, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 87 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant denies that this Court has jurisdiction over it in this case.

RESPONSE TO BACKGROUND FACTS

88. Atlas Turner, Inc. denies the allegations in paragraph 88, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 88 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

89. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 89 and, therefore, denies the allegations.

90. Atlas Turner, Inc. denies the allegations in paragraph 90, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 90 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

91. Atlas Turner, Inc. denies the allegations in paragraph 91, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 91 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 91 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

92. Atlas Turner, Inc. denies the allegations in paragraph 92, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 92 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 92 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

93. Atlas Turner, Inc. denies the allegations in paragraph 93, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 93 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 93 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

94. Atlas Turner, Inc. denies the allegations in paragraph 94, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 94 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 94 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

95. Atlas Turner, Inc. denies the allegations in paragraph 95, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 95 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 95 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc.

denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

96. Atlas Turner, Inc. denies the allegations in paragraph 96, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 96 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 96 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

97. Atlas Turner, Inc. denies the allegations in paragraph 97, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 97 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 97 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

98. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 98 and, therefore, denies the allegations.

99. Atlas Turner, Inc. denies the allegations in paragraph 99, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 99 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a

response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

100. Atlas Turner, Inc. denies the allegations in paragraph 100, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 100 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 100 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

101. Atlas Turner, Inc. denies the allegations in paragraph 101, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 101 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 101 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

102. Atlas Turner, Inc. denies the allegations in paragraph 102, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 102 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 102 are not directed at

Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

103. Atlas Turner, Inc. denies the allegations in paragraph 103, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 103 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

104. Atlas Turner, Inc. denies the allegations in paragraph 104, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 104 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

105. Atlas Turner, Inc. denies the allegations in paragraph 105, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 105 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

106. Atlas Turner, Inc. denies the allegations in paragraph 106, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 106 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

107. Atlas Turner, Inc. denies the allegations in paragraph 107, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 107 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

108. Atlas Turner, Inc. denies the allegations in paragraph 108, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 108 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FIRST CAUSE OF ACTION
(Product Liability: Negligence)

109. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

110. Atlas Turner, Inc. denies the allegations in paragraph 110, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 110 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

111. Atlas Turner, Inc. denies the allegations in paragraph 111, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 111 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

112. Atlas Turner, Inc. denies the allegations in paragraph 112, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 112 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

113. Atlas Turner, Inc. denies the allegations in paragraph 113, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 113 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

114. Atlas Turner, Inc. denies the allegations in paragraph 114, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 114 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

115. Atlas Turner, Inc. denies the allegations in paragraph 115, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 115 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

116. Atlas Turner, Inc. denies the allegations in paragraph 116, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 116 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

117. Atlas Turner, Inc. denies the allegations in paragraph 117, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 117 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

118. Atlas Turner, Inc. denies the allegations in paragraph 118, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 118 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

119. Atlas Turner, Inc. denies the allegations in paragraph 119, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 119 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

120. Atlas Turner, Inc. denies the allegations in paragraph 120, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 120 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

121. Atlas Turner, Inc. denies the allegations in paragraph 121, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 121 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

122. Atlas Turner, Inc. denies the allegations in paragraph 122, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 122 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

123. Atlas Turner, Inc. denies the allegations in paragraph 123, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 123 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

124. Atlas Turner, Inc. denies the allegations in paragraph 124, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 124 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

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

125. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

126. Atlas Turner, Inc. denies the allegations in paragraph 126, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 126 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

127. Atlas Turner, Inc. denies the allegations in paragraph 127, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 127 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

128. Atlas Turner, Inc. denies the allegations in paragraph 128, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 128 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

129. Atlas Turner, Inc. denies the allegations in paragraph 129, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 129 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

130. Atlas Turner, Inc. denies the allegations in paragraph 130, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 130 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

131. Atlas Turner, Inc. denies the allegations in paragraph 131, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 131 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations

132. Atlas Turner, Inc. denies the allegations in paragraph 132, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 132 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

133. Atlas Turner, Inc. denies the allegations in paragraph 133, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 133 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

134. Atlas Turner, Inc. denies the allegations in paragraph 134, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 134 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

135. Atlas Turner, Inc. denies the allegations in paragraph 135, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 135 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

136. Atlas Turner, Inc. denies the allegations in paragraph 136, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 136 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

137. Atlas Turner, Inc. denies the allegations in paragraph 137, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 137 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

138. Atlas Turner, Inc. denies the allegations in paragraph 138, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 138 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

139. Atlas Turner, Inc. denies the allegations in paragraph 139, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 139 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

140. Atlas Turner, Inc. denies the allegations in paragraph 140, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 140 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

141. Atlas Turner, Inc. denies the allegations in paragraph 141, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 141 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO THIRD CAUSE OF ACTION
(Vicarious Liability of Defendants Based upon Respondent Superior)

142. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

143. Atlas Turner, Inc. denies the allegations in paragraph 143, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 143 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

144. Atlas Turner, Inc. denies the allegations in paragraph 144, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 144 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

145. Atlas Turner, Inc. denies the allegations in paragraph 145, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 145 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

146. Atlas Turner, Inc. denies the allegations in paragraph 146, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 146 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

147. Atlas Turner, Inc. denies the allegations in paragraph 147, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 147 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

148. Atlas Turner, Inc. denies the allegations in paragraph 148, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 148 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

149. Atlas Turner, Inc. denies the allegations in paragraph 149, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 149 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

150. Atlas Turner, Inc. denies the allegations in paragraph 150, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 150 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

151. Atlas Turner, Inc. denies the allegations in paragraph 151, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 151 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

152. Atlas Turner, Inc. denies the allegations in paragraph 152, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 152 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

153. Atlas Turner, Inc. denies the allegations in paragraph 153, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 153 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

154. Atlas Turner, Inc. denies the allegations in paragraph 154, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 154 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

155. Atlas Turner, Inc. denies the allegations in paragraph 155, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 155 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

156. Atlas Turner, Inc. denies the allegations in paragraph 156, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 156 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

157. Atlas Turner, Inc. denies the allegations in paragraph 157, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 157 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

158. Atlas Turner, Inc. denies the allegations in paragraph 158, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 158 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premises Owner/Contractor)

159. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

160. Atlas Turner, Inc. denies the allegations in paragraph 160, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 160 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

161. Atlas Turner, Inc. denies the allegations in paragraph 161, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 161 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

162. Atlas Turner, Inc. denies the allegations in paragraph 162, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 162 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

163. Atlas Turner, Inc. denies the allegations in paragraph 163, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 163 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

164. Atlas Turner, Inc. denies the allegations in paragraph 164, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 164 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

165. Atlas Turner, Inc. denies the allegations in paragraph 165, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 165 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

166. Atlas Turner, Inc. denies the allegations in paragraph 166, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 166 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

167. Atlas Turner, Inc. denies the allegations in paragraph 167, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 167 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

168. Atlas Turner, Inc. denies the allegations in paragraph 168, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 168 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

169. Atlas Turner, Inc. denies the allegations in paragraph 169, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 169 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

170. Atlas Turner, Inc. denies the allegations in paragraph 170, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 170 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

171. Atlas Turner, Inc. denies the allegations in paragraph 171, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 171 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

172. Atlas Turner, Inc. denies the allegations in paragraph 172, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 172 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

173. Atlas Turner, Inc. denies the allegations in paragraph 173, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 173 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FIFTH CAUSE OF ACTION
(Negligence Per Se)

174. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

175. Atlas Turner, Inc. denies the allegations in paragraph 175, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 175 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

176. Atlas Turner, Inc. denies the allegations in paragraph 176, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 176 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

177. Atlas Turner, Inc. denies the allegations in paragraph 177, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 177 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO SIXTH CAUSE OF ACTION
(Negligence as to Design Defendants)

178. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

179. The allegations in paragraph 179, including all subparts, are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

180. The allegations in paragraph 180 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO SEVENTH CAUSE OF ACTION
(Negligent Design Services Against Design Defendants)

181. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

182. The allegations in paragraph 182 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations

183. The allegations in paragraph 183, including all subparts, are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

184. The allegations in paragraph 184 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegation.

RESPONSE TO EIGHTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. § 36-2-314)

185. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

186. Atlas Turner, Inc. denies the allegations in paragraph 186, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 186 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

187. Atlas Turner, Inc. denies the allegations in paragraph 187, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 187 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

188. Atlas Turner, Inc. denies the allegations in paragraph 188, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 188 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO NINTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

189. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

190. Atlas Turner, Inc. denies the allegations in paragraph 190, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 190 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

191. Atlas Turner, Inc. denies the allegations in paragraph 191, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 191 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

192. Atlas Turner, Inc. denies the allegations in paragraph 192, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 192 state legal conclusions

or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO TENTH CAUSE OF ACTION
(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

193. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

194. The allegations in paragraph 194 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

195. The allegations in paragraph 195 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

196. The allegations in paragraph 196 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

197. The allegations in paragraph 197 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

198. The allegations in paragraph 198 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

199. The allegations in paragraph 199 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

200. The allegations in paragraph 200 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

201. The allegations in paragraph 201 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

202. The allegations in paragraph 202 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

203. The allegations in paragraph 203 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

204. The allegations in paragraph 204 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

205. The allegations in paragraph 205, including all subparts, are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

206. The allegations in paragraph 206 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

207. The allegations in paragraph 207 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO ELEVENTH CAUSE OF ACTION
(Loss of Consortium)

208. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

209. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 209 and, therefore, denies the allegations.

210. Atlas Turner, Inc. denies the allegations in paragraph 210, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 210 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

211. Atlas Turner, Inc. denies the allegations in paragraph 211, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 211 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO "TWELFTH CAUSE OF ACTION"
(Alter Ego as to DCo, LLC and Enstar Holdings (US), LLC)

212. Paragraph 212 of the Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that

this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

213. Paragraph 213 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

214. Paragraph 214 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

215. Paragraph 215 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

216. Paragraph 216 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

217. Paragraph 217 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

218. Paragraph 218 of this Complaint does not appear to be directed at this Defendant. To the extent it is directed at this Defendant, Atlas Turner, Inc. denies the same. To the extent that this paragraph of the Complaint states legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

RESPONSE TO PRAYER FOR RELIEF

Atlas Turner, Inc. denies the allegations contained in the paragraph beginning with “Wherefore” and following underneath the “PRAYER FOR RELIEF” immediately following paragraph 218 of the Complaint, as well as those eleven (11) subparagraphs following that “Wherefore” paragraph of the Complaint, insofar as the allegations therein are directed against it. As to the remainder of the allegations, they do not apply to this Defendant, and therefore, this Defendant does not respond to same. To the extent that these paragraphs of the Complaint state legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

FOR A FIRST DEFENSE

219. This Court lacks both general and specific personal jurisdiction over Atlas Turner, Inc. Plaintiffs cannot meet the requirements of the South Carolina Long Arm Statute or the traditional due process requirements to assert personal jurisdiction over Atlas Turner, Inc. in South Carolina.

FOR A SECOND DEFENSE

220. Plaintiffs’ Complaint fails to state facts sufficient to constitute a cause of action against Atlas Turner, Inc. and therefore must be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

221. Plaintiffs' claims, in whole or in part, are barred by any applicable statutes of limitations and/or repose.

FOR A FOURTH DEFENSE

222. Plaintiffs' fraudulent misrepresentation claim must be dismissed because they failed to plead circumstances allegedly constituting fraud or mistake with particularity, as required by Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A FIFTH DEFENSE

223. Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches, and unclean hands.

FOR A SIXTH DEFENSE

224. Plaintiffs voluntarily and knowingly assumed the risk of incurring any of the injuries or damages alleged and, therefore, are not entitled to recover from Atlas Turner, Inc.

FOR A SEVENTH DEFENSE

225. Plaintiffs' claims are barred, in whole or in part, by the comparative negligence of the Plaintiffs or Plaintiff Melvin G. Welch's father; in the alternative, any award to Plaintiffs should be reduced by the percentage that the Plaintiffs' or Plaintiff Melvin G. Welch's father's conduct caused Plaintiffs' damages.

FOR AN EIGHTH DEFENSE

226. Any injury or damage suffered by Plaintiffs was due to or caused by unforeseen intervening or superseding events for which Atlas Turner, Inc. is not responsible and, therefore, Plaintiffs' claims should be barred or reduced accordingly.

FOR A NINTH DEFENSE

227. Any damages suffered by Plaintiffs were caused by the acts or omissions of third parties and are not attributable to Atlas Turner, Inc.

FOR A TENTH DEFENSE

228. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate their damages.

FOR AN ELEVENTH DEFENSE

229. Atlas Turner, Inc. did not owe any recognized legal duties to the Plaintiffs or Plaintiff Melvin G. Welch's father, and Plaintiffs' claims fail to state facts sufficient to make a legally cognizable cause of action against it. Therefore, Plaintiffs cannot recover against Atlas Turner, Inc.

FOR A TWELFTH DEFENSE

230. Atlas Turner, Inc.'s actions were at all times reasonable, appropriate, and in conformance with reasonable, ordinary, and due care.

FOR A THIRTEENTH DEFENSE

231. Should the jury find that Atlas Turner, Inc. was in any way a contributing proximate cause to the accident in question, which is denied, then Atlas Turner, Inc.'s liability was less than fifty percent of the total fault and it should be liable only for that percentage of the indivisible damages determined by the jury or trier of fact pursuant to S.C. Code Ann. § 15-38-15.

FOR A FOURTEENTH DEFENSE

232. Atlas Turner, Inc. is entitled to have the jury apportion fault to all potential tortfeasors, regardless of whether the other potential tortfeasors were named as defendants or are parties to the case. Denial of a full and fair apportionment of fault would deprive Atlas Turner,

Inc. of its constitutional rights to due process, equal protection, and a jury trial.

FOR A FIFTEENTH DEFENSE

233. Plaintiffs or Plaintiff Melvin G. Welch's father were not exposed to any asbestos materials through any act or omission of Atlas Turner, Inc. or, if any exposure occurred, which is denied, the exposure was of such insufficient quantities, at such infrequent intervals, for such short periods of time, or under such conditions as to amount to no proximate cause of Plaintiffs' damages, if any, as a matter of law. Therefore, Atlas Turner, Inc. denies that any of its products or any alleged action or inaction on its part damaged or injured Plaintiffs or Plaintiff Melvin G. Welch's father in any manner or at any time.

FOR A SIXTEENTH DEFENSE

234. Plaintiffs and others misused or improperly used the products allegedly manufactured and/or sold by Atlas Turner, Inc., if any exist, and such misuse or improper use proximately caused or contributed to, in whole or in part, the alleged conditions described in the Complaint and the alleged damages Plaintiffs claim were sustained, and, therefore, Atlas Turner, Inc. is not liable for any injuries or damages claimed by Plaintiffs.

FOR A SEVENTEENTH DEFENSE

235. Atlas Turner, Inc. is not liable to Plaintiffs with respect to the injuries alleged in the Complaint because such injuries, if any, were caused by pure accident in terms of law.

FOR AN EIGHTEENTH DEFENSE

236. There is a lack of joinder of one or more parties who should or must be joined and, without the joinder of these proper parties, complete relief cannot be accorded among those already attempted to be made parties to this civil action.

FOR A NINETEENTH DEFENSE

237. To the extent that Plaintiffs have received payment from any alleged joint tortfeasor in full satisfaction of any of the alleged injuries and/or claims against Atlas Turner, Inc. and/or other alleged joint tortfeasors, Plaintiffs' claims are barred by the defenses of payment and accord and satisfaction.

FOR A TWENTIETH DEFENSE

238. Should Plaintiffs recover, Atlas Turner, Inc. is entitled to and hereby requests an offset in any amounts Plaintiffs have obtained through settlements with others.

FOR A TWENTY-FIRST DEFENSE

239. Plaintiffs' Complaint fails to set forth a claim for punitive damages upon which relief may be granted.

FOR A TWENTY-SECOND DEFENSE

240. Pursuant to S.C. Code Ann. § 15-32-520, Atlas Turner, Inc. hereby requests trial bifurcation on the issues of actual damages and punitive damages. To the extent the Court submits the question of punitive damages to the jury, the award of punitive damages, if any, is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Atlas Turner, Inc. pleads and

incorporates all defenses, limitations on damages, and other privileges contained in S.C. Code Ann. §§ 15-32-520 and 15-32-530 as if fully stated herein verbatim.

FOR A TWENTY-THIRD DEFENSE

241. To the extent Plaintiffs' Complaint asserts a demand for punitive damages, Atlas Turner, Inc. specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A TWENTY-FOURTH DEFENSE

242. Plaintiffs are not entitled to an award of punitive damages because, among other reasons, such damages violate the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that:

- (a) The South Carolina judiciary's ability to correct a punitive damages award at the appellate level is inconsistent with due process guarantees;
- (b) Any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;
- (c) To the extent an award of punitive damages is excessive, such award violates due process guarantees;
- (d) The jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantee;
- (e) Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard is void for vagueness; and
- (f) The claim for punitive damages violates the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, and Article I, Section 3 of the South Carolina Constitution in

that the amount of punitive damages is based upon the wealth and status of Atlas Turner, Inc.

FOR A TWENTY-FIFTH DEFENSE

243. Atlas Turner, Inc. at all times used reasonable care, skill, and diligence and complied with generally established and accepted standards in the industry.

FOR A TWENTY-SIXTH DEFENSE

244. Atlas Turner, Inc. had no duty to warn Plaintiffs or Plaintiff Melvin G. Welch's father of the risks and dangers, if any, associated with asbestos or asbestos-related products. Atlas Turner, Inc. further had no post-sale duty to warn under South Carolina law.

FOR A TWENTY-SEVENTH DEFENSE

245. There has been no concert of action between Atlas Turner, Inc. and any of the other named defendants. The defendants are not joint tortfeasors and, therefore, Atlas Turner, Inc. may not be held jointly and severally liable with the other named defendants.

FOR A TWENTY-EIGHTH DEFENSE

246. If Plaintiffs sustained the injuries and/or damages alleged, which is denied, then such injuries and/or damages were proximately caused by the acts and/or omissions of Plaintiffs' employers with respect to the maintenance of a healthy and safe work site and environment, which were under the employers' exclusive control and possession.

FOR A TWENTY-NINTH DEFENSE

247. Venue is improper in this action. Atlas Turner, Inc. reserves its rights to move for dismissal and/or transfer of the action based on improper and/or inconvenient venue and further reserves its rights to seek application of the law of the appropriate venue on all issues, including but not limited to statute of limitations, statute of repose, and punitive damages.

FOR A THIRTIETH DEFENSE

248. Plaintiffs' Complaint should be dismissed for its failure to comply with the requirements of section 44-135-10 et seq. of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006," because Plaintiffs have failed to make the prima facie showing required by the Act. In the alternative, the case should not be placed on any active trial docket and should not be the subject of any discovery until Plaintiffs comply with the provisions of the Act.

FOR A THIRTY-FIRST DEFENSE

249. Atlas Turner, Inc. is not liable to Plaintiffs because Plaintiffs' injuries were not caused by any products manufactured, sold, or otherwise placed into the stream of commerce by Atlas Turner, Inc.

FOR A THIRTY-SECOND DEFENSE

250. To the extent that any of the foregoing affirmative defenses would preclude recovery on the claims asserted on behalf of Plaintiff Melvin G. Welch, Plaintiff Donna B. Welch's loss of consortium claims also fail because they are solely derivative of the claims asserted on behalf of Plaintiff Melvin G. Welch.

FOR A THIRTY-THIRD DEFENSE

251. Plaintiffs cannot satisfy the frequency, regularity, and proximity test as to Atlas Turner, Inc. under *Henderson v. Allied-Signal, Inc.*, 373 S.C. 179, 644 S.E.2d 724 (2007).

FOR A THIRTY-FOURTH DEFENSE

252. Atlas Turner, Inc. is not liable to Plaintiffs because Plaintiffs' or Plaintiff Melvin G. Welch's father's employer(s), union, or entities other than Atlas Turner, Inc. were learned intermediaries and/or sophisticated users of the products in question who were warned of, were

otherwise aware of, or should have been aware of the alleged potential risks and dangers inherent in the product(s), were in a position to understand and inform Plaintiffs or Plaintiff Melvin G. Welch's father of the alleged risks, and had an independent duty to protect Plaintiffs or Plaintiff Melvin G. Welch's father from, and/or warn Plaintiffs or Plaintiff Melvin G. Welch's father of, any alleged potential risks or dangers, thereby relieving Atlas Turner, Inc. of any alleged duty.

FOR A THIRTY-FIFTH DEFENSE

253. To the extent the injury complained of occurred outside South Carolina, under the doctrine of *lex loci delicti* or its analogues, the law of the state or non-state jurisdiction in which the injury occurred applies.

FOR A THIRTY-SIXTH DEFENSE

254. Plaintiffs' claims are barred by the applicable statutory or special employee/employer and/or workers' compensation laws.

FOR A THIRTY-SEVENTH DEFENSE

255. Atlas Turner, Inc. had no duty to warn Plaintiffs or Plaintiff Melvin G. Welch's father because the hazards of asbestos were open and obvious and Plaintiffs and Plaintiff Melvin G. Welch's father and/or their employers knew or should have known of the hazard.

FOR A THIRTY-EIGHTH DEFENSE

256. Atlas Turner, Inc.'s alleged premises, if any are at issue, were or may have been under contract with or controlled by the United States Government or its agencies pursuant to contract. The knowledge of the United States Government or its agencies pertaining to the possible hazards to Plaintiffs was equal to or superior to that of Atlas Turner, Inc. and, by reason thereof, Atlas Turner, Inc. is not liable to Plaintiffs under any theory of law asserted in this civil

action.

FOR A THIRTY-NINTH DEFENSE

257. If any alleged asbestos-containing products manufactured or supplied by Atlas Turner, Inc. or used on premises owned or operated by Atlas Turner, Inc. were involved or in any manner alleged in any of Plaintiffs' claims, Atlas Turner, Inc. asserts that the products were abused, misused, or otherwise substantially altered or changed in their condition by others. Atlas Turner, Inc. cannot be held liable for any injury or disease caused by any such abuse, misuse, or alteration.

FOR A FORTIETH DEFENSE

258. The allegations against Atlas Turner, Inc., regarding asbestos products allegedly having a legal connection with it, must be evaluated according to the state of the medical and industrial art and the state of the law existing at the pertinent time. Atlas Turner, Inc. invokes all state-of-the-art defenses applicable to Plaintiffs' claims. Further, the state of the art, *i.e.*, the science of medicine, industrial hygiene and industrial application of asbestos-containing products, was at all material times such that Atlas Turner, Inc. neither breached any duty allegedly owed to Plaintiffs or Plaintiff Melvin G. Welch's father, nor did Atlas Turner, Inc. know, nor could it have known, that the use of any asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products presented a foreseeable risk of harm to Plaintiffs or others.

FOR A FORTY-FIRST DEFENSE

259. Plaintiffs cannot recover against Atlas Turner, Inc. under any failure to warn or inadequacy of warnings theory because, at all times pertinent to Plaintiffs' claims, Plaintiff or Plaintiff Melvin G. Welch's father possessed or should have possessed sufficient knowledge which

negated any need for any warning and/or were required to follow specific written safety procedures as established by the employer which negated the need or requirement for any such warning.

FOR A FORTY-SECOND DEFENSE

260. Atlas Turner, Inc. pleads that punitive damages may not be awarded against it because to do that would violate the complicity rule which bars the imposition of vicarious liability for punitive damages with the exception of certain circumstances not applicable here. See Restatement (Second) of Torts § 909. Any acts, statements, representations or omissions by persons or entities other than Atlas Turner, Inc. that caused damage to Plaintiffs, which Atlas Turner, Inc. does not concede, were not authorized by Atlas Turner, Inc. and were not performed or given with actual, implied, or apparent authority of Atlas Turner, Inc.

FOR A FORTY-THIRD DEFENSE

261. All of Plaintiffs' claims and issues contained therein are barred by the doctrines of collateral estoppel and *res judicata*.

FOR A FORTY-FOURTH DEFENSE

262. At all pertinent times, any asbestos-containing products supplied or used by Atlas Turner, Inc. complied with all industry standards and all reasonable standards, as well as federal and state standards and regulations governing any asbestos-containing products, and as such the products were not unsafe, unfit, or unreasonably dangerous for normal use or operation.

FOR A FORTY-FIFTH DEFENSE

263. Atlas Turner, Inc. is not liable for the acts or omissions of independent contractors.

FOR A FORTY-SIXTH DEFENSE

264. Plaintiffs' design defect claims are barred because no reasonable alternative design existed at the time Plaintiffs or Plaintiff Melvin G. Welch's father allegedly encountered any product for which Atlas Turner, Inc. may be responsible.

FOR A FORTY-SEVENTH DEFENSE

265. Atlas Turner, Inc. is not legally responsible for products that it did not manufacture, sell, supply, or otherwise place in the stream of commerce; and Atlas Turner, Inc. is not legally responsible for products manufactured, sold, or supplied by third parties, such as replacement parts or "after affixed" parts.

FOR A FORTY-EIGHTH DEFENSE

266. Plaintiffs lack capacity to sue Atlas Turner, Inc. in South Carolina under the door-closing statute, S.C. Code Ann. § 15-5-150.

FOR A FORTY-NINTH DEFENSE

267. Plaintiffs' strict liability claims are barred because any products at issue were placed into the stream of commerce prior to the enactment of S.C. Code Ann. § 15-73-10, which does not apply retroactively.

FOR A FIFTIETH DEFENSE

268. If Plaintiffs were injured by any products supplied or manufactured by Atlas Turner, Inc. or any of its predecessors, or any products located on the alleged premises of Atlas Turner, Inc. or any of its predecessors, which is denied, Plaintiffs or Plaintiff Melvin G. Welch's father discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by S.C. Code Ann. § 15-73-20.

FOR A FIFTY-FIRST DEFENSE

269. Plaintiffs cannot satisfy their burden to prove Plaintiff Melvin G. Welch was exposed to asbestos from products attributable to Atlas Turner, Inc. and cannot prove any such products contained asbestos.

FOR A FIFTY-SECOND DEFENSE

270. To the extent Plaintiffs prove that any products Atlas Turner, Inc. sold or installed contained asbestos, which is denied, Plaintiffs cannot prove that the asbestos therein was in a friable form or otherwise inhalable by Plaintiff Melvin G. Welch.

FOR A FIFTY-THIRD DEFENSE

271. Atlas Turner, Inc. adopts and asserts any and all applicable defenses asserted by any other defendant in this action.

JURY TRIAL DEMAND

This Defendant requests trial by jury by all issues so triable.

WHEREFORE, having fully responded to the allegations of Plaintiffs' Complaint and having asserted the above-noted other defenses, Defendant Atlas Turner, Inc. requests of the Court as follows:

1. That Plaintiffs have and recover nothing from Atlas Turner, Inc. by means of this action;
2. That Atlas Turner, Inc. recover its costs for this action, including attorneys' fees and expenses; and
3. For such other and further relief as the Court may deem just and proper.

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Attorneys for Atlas Turner, Inc.

Columbia, South Carolina

April 24, 2023

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT

DONNA B. WELCH, individually and as
Personal Representative of the Estate of
MELVIN G. WELCH, deceased,

Plaintiff,

v.

ADVANCE AUTO PARTS, INC.

AMERICAN HONDA MOTOR CO., INC.

ATLAS ASBESTOS CO

ATLAS TURNER, INC.
as successor to ATLAS ASBESTOS CO, a
foreign company

BAHNSON, INC.

COVIL CORPORATION

DANIEL INTERNATIONAL
CORPORATION

DAVIS MECHANICAL CONTRACTORS,
INC.

ELLINGTON INSULATION COMPANY,
INC.

FLUOR CONSTRUCTORS
INTERNATIONAL
f/k/a FLUOR CORPORATION

FLUOR CONSTRUCTORS
INTERNATIONAL, INC.

FLUOR DANIEL SERVICES
CORPORATION

FLUOR ENTERPRISES, INC.

C/A NO. 2022-CP-40-03834

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

FOURTH AMENDED COMPLAINT

(Jury Trial Demanded)

GENERAL PARTS, INC.)
individually and as successor-in-interest to)
CARQUEST CORPORATION)
))
GOODRICH CORPORATION)
f/k/a THE B. F. GOODRICH COMPANY)
))
THE GOODYEAR TIRE & RUBBER)
COMPANY)
))
GRAYBAR ELECTRIC COMPANY, INC.)
))
HONEYWELL INTERNATIONAL, INC.)
individually and as successor-in-interest to)
ALLIED SIGNAL, INC., as successor to)
BENDIX CORPORATION)
))
MORSE TEC LLC)
f/k/a BORGWARNER MORSE TEC LLC, and)
successor-by-merger to BORG-WARNER)
CORPORATION)
))
OCCIDENTAL CHEMICAL)
CORPORATION)
as successor to DUREZ CORPORATION)
))
O'REILLY AUTOMOTIVE STORES, 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)
))
PNEUMO ABEX LLC)
successor-in-interest to ABEX CORPORATION)
))
REDCO CORPORATION)
f/k/a CRANE CO.)
))
REINZ WISCONSIN GASKET LLC)
f/k/a and/or successor to REINZ WISCONSIN)
GASKET CO. and WISCONSIN GASKET)
MANUFACTURING CO., a wholly owned)
subsidiary of DCO LLC)

**RUST ENGINEERING &
CONSTRUCTION, INC.**

RUST INTERNATIONAL INC.

SOUTHERN INSULATION, INC.

SPIRAX SARCO, INC.

UNION CARBIDE CORPORATION

WESTROCK MWV, LLC

individually and as successor-in-interest to
WESTVACO

ZF ACTIVE SAFETY US INC.

f/k/a KELSEY-HAYES COMPANY

Defendants.

PLAINTIFF'S FOURTH AMENDED COMPLAINT

Plaintiff, DONNA B. WELCH, individually and as Personal Representative of the Estate of MELVIN G. WELCH, deceased (hereinafter "Plaintiff"), sues the named Defendants for compensatory and punitive damages, by and through her attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq.*, as well as the Survival Action, S.C. Code Ann. § 15-5-90, for the wrongful death of the Decedent, MELVIN G. WELCH, on behalf of all persons entitled to recover damages.

2. Plaintiff's Decedent Melvin G. Welch (hereinafter, "Decedent") was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of his father Willis G. Welch's work with and around asbestos-containing products, which

caused asbestos containing dust to cover his father's clothing, vehicle, and body which he brought home to Decedent Melvin G. Welch, who was then exposed to said asbestos dust and fibers. Decedent's exposure also occurred as a result of his own work with and around asbestos-containing products.

3. 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; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

4. 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.

5. 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 Decedent Melvin G. Welch and his father Willis G. Welch 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.”

6. 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.

7. 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 Decedent Melvin G. Welch 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.

8. 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 Decedent Melvin G. Welch 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.

9. In addition to being exposed through his own work, Decedent Melvin G. Welch was exposed to asbestos through asbestos dust and fibers brought home on his father’s work clothes, from asbestos dust in his father’s vehicle and asbestos dust on his father’s body including his hair, and from the dust being distributed and re-entrained in their home. His exposure to asbestos dust and fibers occurred through his father’s work clothing and person when greeting him at the end of his father’s workday, through spending time in his 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's home.

10. Decedent Melvin G. Welch'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 Decedent Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

11. Plaintiff, Decedent, and Decedent's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

12. Both Decedent Melvin G. Welch and his father Willis G. Welch 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 Premises Defendants. Decedent's father Willis G. Welch brought asbestos home with him on his person and clothing, which caused Decedent Melvin G. Welch to be exposed to asbestos.

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 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
ATLAS TURNER, INC.	ATLAS ASBESTOS CO
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GENERAL PARTS, INC.	CARQUEST CORPORATION
GOODRICH CORPORATION	THE B. F. GOODRICH COMPANY
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. and BENDIX CORPORATION
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
PNEUMO ABEX, LLC	ABEX CORPORATION
REDCO CORPORATION	CRANE CO.
REINZ WISCONSIN GASKET LLC	REINZ WISCONSIN GASKET CO., WISCONSIN GASKET & MANUFACTURING CO., and DCO LLC
WESTROCK MWV, LLC	WESTVACO

DEFENDANT	ALTERNATE ENTITY
ZF ACTIVE SAFETY US INC.	KELSEY-HAYES COMPANY

14. 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.

15. Plaintiff has been informed and believes, and thereon alleges, 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 asbestos-containing products over a period of time.

16. As a direct and proximate result of the conduct as alleged within, Decedent Melvin G. Welch 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, Decedent Melvin G. Welch 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

Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent Melvin G. Welch's medical treatment is ascertained.

18. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Melvin G. Welch 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 prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

19. Plaintiff hereby disclaims each and every claim or cause of action which does or may arise from any United States armed forces 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. Plaintiff is not making any claims and is not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Decedent Melvin G. Welch's United States armed forces service. Moreover, Plaintiff is further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Decedent'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

20. Plaintiff Donna B. Welch is currently residents of the State of South Carolina. Decedent Melvin G. Welch was exposed to asbestos as a result of his father Willis G. Welch's career at various job sites, including but not limited to, locations in South Carolina. Decedent was

exposed to asbestos dust and fibers taken home on his father, from asbestos dust in his father's vehicle, asbestos dust on his father's body including his hair, and from the dust being distributed and re-entrained. Decedent Melvin G. Welch was also exposed to asbestos during the course of his own career at various job sites, including but not limited to, locations in multiple states, including but not limited to South Carolina.

21. Defendant, **ADVANCE AUTO PARTS, INC.**, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, ADVANCE AUTO PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, clutches, and gaskets. ADVANCE AUTO PARTS, INC. is sued as a Product Defendant. Plaintiff's claims against ADVANCE AUTO PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **AMERICAN HONDA MOTOR CO., INC.**, was and is a California corporation with its principal place of business in California. At all times material hereto, AMERICAN HONDA MOTOR CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. AMERICAN HONDA MOTOR CO., INC. is sued as a Product Defendant. Plaintiff's claims against AMERICAN HONDA MOTOR CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **ATLAS ASBESTOS CO**, 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 ASBESTOS CO mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS ASBESTOS CO is sued as a Product Defendant. Plaintiff's claims against ATLAS ASBESTOS CO arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ATLAS TURNER, INC.**, as successor to ATLAS ASBESTOS CO, 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos fibers. ATLAS TURNER, INC. is sued as a Product Defendant. Plaintiff's claims against ATLAS TURNER, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

27. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's

claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

28. 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. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and 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 in the southeastern United States which, during the actual operations of Davis Mechanical Contractors, Inc., exposed tens of thousands of people, including the Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against DAVIS MECHANICAL CONTRACTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **ELLINGTON INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, ELLINGTON INSULATION COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ELLINGTON INSULATION COMPANY, INC. is sued as a Product Defendant. ELLINGTON 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 Ellington Insulation Company, Inc., exposed tens of thousands of people, including the Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against ELLINGTON INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

31. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation

and materials 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

32. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **GENERAL PARTS, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, GENERAL PARTS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiff's claims against GENERAL PARTS, INC. arise out of this Defendant's business activities in the State of South Carolina.

35. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goodrich brakes. GOODRICH CORPORATION is sued as a Product Defendant. Plaintiff's claims against GOODRICH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

36. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiff's claims against THE GOODYEAR TIRE & RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

37. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. GRAYBAR ELECTRIC COMPANY, INC. is sued as a Product Defendant. Plaintiff's claims against GRAYBAR ELECTRIC COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products, valves, and controls.

HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiff's claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing brakes, including but not limited to Borg-Beck brakes, and clutches, including but not limited to Borg-Warner clutches and Rockford clutches. MORSE TEC LLC is sued as a Product Defendant. Plaintiff's claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, as successor 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **O'REILLY AUTOMOTIVE STORES, INC.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, O'REILLY

AUTOMOTIVE STORES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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. Plaintiff's claims against O'REILLY AUTOMOTIVE STORES, INC. arise out of this Defendant's business activities in the State of South Carolina.

42. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse control panels and electrical equipment. PARAMOUNT GLOBAL is sued as a Product Defendant. Plaintiff's claims against PARAMOUNT GLOBAL arise out of this Defendant's business activities in the State of South Carolina.

43. 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 New Jersey. At all times material hereto, PNEUMO ABEX, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. PNEUMO ABEX, LLC is sued as a Product Defendant. Plaintiff's claims against

PNEUMO ABEX, LLC arise out of this Defendant's business activities in the State of South Carolina.

44. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, and Crane pumps. REDCO CORPORATION is sued as a Product Defendant. Plaintiff's claims against REDCO CORPORATION. Arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **REINZ WISCONSIN GASKET LLC**, f/k/a and/or successor to REINZ WISCONSIN GASKET CO. and WISCONSIN GASKET & MANUFACTURING CO., a wholly owned subsidiary of DCO LLC, was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, REINZ WISCONSIN GASKET LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction products. REINZ WISCONSIN GASKET LLC is sued as a Product Defendant. Plaintiff's claims against REINZ WISCONSIN GASKET LLC arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **RUST INTERNATIONAL INC.**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed 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 thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a Design Defendant. RUST 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 Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **SOUTHERN INSULATION, INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION, INC. is sued as a Product Defendant. SOUTHERN 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 Southern Insulation, Inc., exposed tens of thousands of people, including the Decedent Melvin G. Welch and his father Willis G. Welch, to lethal doses of asbestos. Plaintiff's claims against SOUTHERN INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

49. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam traps. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

50. 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 mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, raw asbestos

fibers and asbestos-containing phenolic molding products. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiff's claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **WESTROCK MWV, LLC**, as successor-in-interest to WESTVACO, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, WESTROCK MWV, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing friction paper. WESTROCK MWV, LLC is sued as a Product Defendant. Plaintiff's claims against WESTROCK MWV, LLC arise out of this Defendant's business activities in the State of South Carolina.

52. 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. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Kelsey-Hayes brakes and clutches. ZF ACTIVE SAFETY US INC. is sued as a Product Defendant. Plaintiff's claims against ZF ACTIVE SAFETY US INC. arise out of this Defendant's business activities in the State of South Carolina.

BACKGROUND FACTS

53. Plaintiff Donna B. Welch, individually and as Personal Representative of the Estate of Melvin G. Welch, deceased, brings this action for monetary damages as a result of Decedent Melvin G. Welch contracting an asbestos-related disease and subsequently dying as a result.

54. Decedent Melvin G. Welch was diagnosed with mesothelioma on or about June 27, 2022.

55. Decedent Melvin G. Welch's mesothelioma was caused by his exposure to asbestos during the course of his own work in various roles, including but not limited to instrumentation specialist helper and mechanic, as well as through the asbestos carried home on the clothing and person of his father during the years he lived in the family home.

56. During his work history, Decedent Melvin G. Welch was exposed to Defendants' asbestos-containing products through his work as an instrumentation specialist helper for Daniel Construction at the Monsanto chemical plant in Greenwood, South Carolina in the mid-late 1960s. Decedent performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, installing instrumentation on various forms of equipment. On these jobsites, he worked with and around asbestos-containing products, including but not limited to pipe and block insulation, cements, spray insulation, gaskets, packing materials, refractory motor and firebrick for use on turbines, boilers, pipes, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Decedent to asbestos and asbestos-dust.

57. During his work history, Decedent was further exposed through his work around other trades including but not limited to laborers, sheet metal workers, welders, pipefitters, boilermakers, insulators, electricians, and maintenance mechanics. Decedent worked near and closely to a variety of tradesmen working on asbestos-containing pipe and block insulation,

cements, spray insulation, gaskets, packing material, refractory motor and firebrick for use on turbines, boilers, valves, steam traps, pumps, transformers, electrical equipment, compressors, generators, heaters, motors, and other industrial equipment. All of these activities exposed Decedent to asbestos and asbestos dust.

58. During his work history, Decedent was further exposed to Defendants' asbestos-containing products through his work as an automobile mechanic at various jobsites located in South Carolina from approximately the late 1970s to the mid-late 2000s. Decedent worked as a mechanic performing a variety of tasks including but not limited to preventative maintenance and repair work of engines, transmissions, shocks, exhaust, clutches, gaskets, and brakes. He was also required to clean the repair bays, which involved sweeping asbestos dust without any protection. All of these activities exposed Decedent to asbestos.

59. Through his work as a mechanic, Decedent 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, sold, supplied and/or distributed by Defendants identified above.

60. Decedent was exposed to Defendants' asbestos-containing products while employed as a mechanic at K-Mart in Greenwood, South Carolina from approximately the late 1970s to the late 1980s.

61. Decedent was exposed to Defendants' asbestos-containing products while employed as a mechanic at M&M Tire in Greenwood, South Carolina from approximately the late 1980s to the mid 1990s.

62. Decedent was exposed to Defendants' asbestos-containing products while employed as a mechanic at Western Auto in Greenwood, South Carolina from approximately the mid 1990s to the mid-late 2000s.

63. Decedent also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes, clutches, and gaskets on his personal vehicles and the vehicles of his friends and family throughout South Carolina from approximately the early 1970s to the present. These activities exposed Decedent to asbestos.

64. During the course of Decedent Melvin G. Welch's employment at the location(s) mentioned above, during other occupational work projects and in other ways, Decedent was exposed to and inhaled, ingested, or otherwise absorbed asbestos dust and fibers emanating from certain products he was working around.

65. Decedent Melvin G. Welch was further exposed as a result of his father Willis G. Welch's employment for Daniel Construction as a welder at the Monsanto chemical plant in Greenwood, South Carolina from approximately the mid to the late 1960s. Decedent's father performed a variety of tasks throughout the facilities, and was further exposed through his work around various other trades, including, but not necessarily limited to, premises workers and other maintenance workers, insulators, pipefitters, welders, boilermakers, electricians, and others who installed and removed asbestos materials.

66. While employed at the Monsanto chemical plant in Greenwood, South Carolina, Decedent's father Willis G. Welch 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 Decedent Melvin G. Welch to be exposed to said asbestos dust in sufficient amounts as to cause him to develop mesothelioma.

67. From approximately the early 1960s to the early 1970s, Decedent Melvin G. Welch was exposed to asbestos dust and fibers from products, services, and goods manufactured,

distributed and/or sold by Defendants for use at Decedent's father Willis G. Welch's jobsites which Decedent came in contact with off premises by contact with his father's work clothes, personal possessions and vehicle. Decedent'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 his 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.

68. Decedent Melvin G. Welch'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 Decedent Melvin G. Welch's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

69. Plaintiff, Decedent, and Decedent's father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

70. Plaintiff is informed and believes, and thereon alleges, 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 asbestos-containing products over a period of time.

71. As a direct and proximate result of the conduct as alleged within, Decedent Melvin G. Welch 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.

72. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Melvin G. Welch 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 Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent Melvin G. Welch's medical treatment is ascertained.

73. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff 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:

74. Plaintiff incorporates herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

75. At all times herein mentioned, each of the named Defendants were 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.

76. 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 Defendant Melvin G. Welch and others similarly situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

77. 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 Defendant Melvin G. Welch’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent’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 Decedent Melvin G. Welch and his father Willis G. Welch. 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.

78. 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 Decedent Melvin G. Welch and his father Willis G. Welch, would use or be in proximity to and exposed to said asbestos fibers.

79. 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 Decedent Melvin G. Welch, Decedent’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.

80. Decedent Melvin G. Welch, Decedent'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. Decedent's and his father Willis G. Welch's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

81. Decedent Melvin G. Welch suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent Melvin G. Welch and his father Willis G. Welch were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

82. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent Melvin G. Welch's injuries, and all damages thereby sustained by Decedent Melvin G. Welch. Plaintiff therefore seeks all compensatory damages in order to make them whole, according to proof.

83. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent Melvin G. Welch and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Decedent Melvin G. Welch and others similarly situated.

84. 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.”

85. 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.

86. 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 Decedent Melvin G. Welch.

87. Decedent Melvin G. Welch, his father Willis G. Welch, 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 Decedent Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

88. 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.

89. 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:**

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

91. Decedent Melvin G. Welch suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent Melvin G. Welch was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

92. The Products Defendants' conduct and defective products as described above were a direct cause of Decedent Melvin G. Welch's injuries, and the injuries and damages thereby sustained by Plaintiff.

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

94. 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 Decedent, would use or be in proximity to and exposed to said asbestos fibers.

95. Decedent Melvin G. Welch, Decedent’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. Decedent Melvin G. Welch’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.

96. 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.

97. 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 Decedent Melvin G. Welch’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent’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.

98. 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 Decedent Melvin G. Welch herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

99. Decedent Melvin G. Welch, his father Willis G. Welch, 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 Decedent Melvin G. Welch, his father Willis G. Welch, or other exposed persons. Said Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Decedent Melvin G. Welch and others similarly situated were exposed.

100. Defendants’ defective products as described above were a direct cause of Decedent Melvin G. Welch’s injuries, and the damages thereby sustained.

101. 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 Decedent Melvin G. Welch, his father Willis G. Welch, 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.”

102. 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.

103. 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 Decedent Melvin G. Welch 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.

104. 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.

105. 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.

106. 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 Product and Premises Defendants Based upon Respondeat Superior and Alleges as Follows:

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

108. 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 Decedent Melvin G. Welch and/or his father Willis G. Welch worked and/or spent time as alleged above.

109. 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 Decedent Melvin G. Welch and his father Willis G. Welch were exposed.

110. Employees handling and disturbing asbestos-containing products in Decedent Melvin G. Welch’s and his father Willis G. Welch’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.

111. Employees handling and disturbing asbestos-containing products in Decedent Melvin G. Welch's, Decedent'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.

112. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

113. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Melvin G. Welch and his father Willis G. Welch, 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 Decedent Melvin G. Welch.

114. 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.

115. 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 Decedent Melvin G. Welch.

116. 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 Decedent and his father Willis G. Welch that he was being exposed to asbestos, failed to adequately warn

Decedent Melvin G. Welch and his father Willis G. Welch of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

117. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Melvin G. Welch and his father Willis G. Welch.

118. Defendants' employees owed Decedent Melvin G. Welch and his father Willis G. Welch a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

119. Defendants' employees breached this duty of care as described above.

120. At all times mentioned, Decedent Melvin G. Welch and his father Willis G. Welch 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.

121. As a direct result of the Defendants' employees conduct, Decedent Melvin G. Welch's and his father Willis G. Welch'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 Decedent Melvin G. Welch and the damages and injuries as complained of herein by Plaintiff.

122. The risks herein alleged and the resultant damages suffered by the Decedent Melvin G. Welch 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.

123. 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 Decedent Melvin G. Welch.

FOR A FOURTH CAUSE OF ACTION
(Negligence Per Se)

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

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

125. The actions of Defendants also constituted negligence per se.

126. 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 Decedent Melvin G. Welch. Plaintiff is not making any claims under federal law; instead, Plaintiff is simply using the violation of federal standards as proof of liability on her 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.

127. The negligence per se of Defendants was a proximate cause of Plaintiff's injuries.

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

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

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

129. 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 Decedent Melvin G. Welch and his father Willis G. Welch of dangers and risks associated with the conditions of the material and work product which was being installed for use by Decedent 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.

130. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff 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 SIXTH CAUSE OF ACTION
(Negligent Design Services Against Design Defendants)

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

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

132. Design Defendants owed Decedent Melvin G. Welch and his father Willis G. Welch 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.

133. 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.

134. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Plaintiff has 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
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

As a Seventh Distinct Cause Of Action for Breach of Implied Warranties, Plaintiff Complains of Defendants and Alleges as Follows:

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

136. 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.

137. The implied warranty made by the Defendants, and/or their alter egos, 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 Decedent Melvin G. Welch and his father Willis G. Welch carried out their duties and was as a result inhaled by Decedent Melvin G. Welch.

138. 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, Decedent Melvin G. Welch and his father Willis G. Welch were exposed to Defendants’ asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiff to suffer all damages attendant thereto.

FOR AN EIGHTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

139. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

140. That during, before and after Decedent Melvin G. Welch'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 Decedent Melvin G. Welch and his father Willis G. Welch in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent Melvin G. Welch. 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.

141. The foregoing representations were material conditions precedent to Decedent Melvin G. Welch's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities" each intended that Decedent Melvin G. Welch and his father Willis G. Welch act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Decedent Melvin G. Welch and his father Willis G. Welch were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

142. As a direct and proximate result Decedent Melvin G. Welch's and his father Willis G. Welch's reliance upon Defendants' false representations, Plaintiff has suffered injuries and damages as described herein.

FOR A NINTH CAUSE OF ACTION
(Loss of Consortium)

For a Ninth Distinct Cause of Action for Loss of Consortium, Plaintiff Donna B. Welch Complains of Defendants, and Alleges as Follows:

143. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

144. Decedent Melvin G. Welch and Plaintiff Donna B. Welch were married November 26, 1972 and at all times relevant to this action were husband and wife.

145. Prior to his injuries as alleged, Decedent Melvin G. Welch was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent Melvin G. Welch 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 Donna B. Welch was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

146. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Decedent Melvin G. Welch as set forth herein, Decedent's spouse and Plaintiff Donna B. Welch 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.

FOR A TENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Tenth Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

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

148. Plaintiff brings this cause of action for Decedent Melvin G. Welch's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Donna B. Welch, as the widow of Decedent, and on behalf of the heirs of Melvin G. Welch, as defined by S.C. Code § 15-51-20.

149. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Decedent Melvin G. Welch died on April 17, 2023, and his heirs have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR AN ELEVENTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For an Eleventh Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

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

151. Plaintiff, Donna B. Welch, as Executor of the Estate of Melvin G. Welch, deceased, brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

152. Plaintiff brings this cause of action for Decedent Melvin G. Welch's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

153. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

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 Decedent'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 loss of care, comfort and society;
4. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;
5. For punitive damages according to proof;
6. For Plaintiffs' cost of suit herein;
7. For damages for breach of implied warranty according to proof;
8. For damages for fraudulent misrepresentation according to proof;

9. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act; and

10. 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 16, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
DONNA B. WELCH, individually and as	)	CASE NO. 2022-CP-40-03834
Personal Representative of the Estate of	)	
MELVIN G. WELCH, deceased,	)	
	)	
Plaintiff,	)	ANSWER AND DEFENSES OF
	)	DEFENDANT ATLAS TURNER, INC.,
vs.	)	ON BEHALF OF ITSELF AND
	)	DEFENDANT ATLAS ASBESTOS CO.
	)	TO PLAINTIFFS'
ADVANCE AUTO PARTS, INC., et al.	)	FOURTH AMENDED COMPLAINT
	)	
Defendants.	)	(Jury Trial Requested)
	)	

Comes now, Defendant Atlas Turner, Inc. sued incorrectly as Atlas Turner, Inc., as successor to Atlas Asbestos Co. ("Atlas Turner, Inc." or "Defendant"), on behalf of itself and Defendant Atlas Asbestos Co.,¹ by and through undersigned counsel, and presents the following Answers and Defenses to Plaintiffs' Fourth Amended Complaint ("Complaint").

Atlas Turner understands the court's prior rulings on its earlier motions and its position regarding personal jurisdiction and striking Atlas Turner's answer to Plaintiff's Third Amended Complaint. This answer does not seek to disregard any prior ruling, nor does it seek to cause any delay. With the utmost respect and in an abundance of caution to preserve the record, Atlas Turner, Inc. responds to the allegations of the Complaint as follows subject to its motion to dismiss:

GENERAL DENIAL

Each and every allegation of the Complaint is expressly denied unless specifically admitted, qualified, or explained herein.

¹ Although Atlas Asbestos Co. and Atlas Turner, Inc. are named in the Complaint as separate defendants, they are not separate companies. Atlas Asbestos Co. changed its name to Atlas Turner, Inc. Therefore, Atlas Asbestos Co. and Atlas Turner Inc. are two different names for the same company, and the proper name of the company is Atlas Turner, Inc.

RESPONSE TO GENERAL ALLEGATIONS

1. Paragraph 1 states legal conclusions to which no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

2. Atlas Turner, Inc. denies the allegations in paragraph 2, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 2 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

3. Atlas Turner, Inc. denies the allegations in paragraph 3, including all subparts, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 3 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

4. Atlas Turner, Inc. denies the allegations in paragraph 4, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 4 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

5. Atlas Turner, Inc. denies the allegations in paragraph 5, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 5 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

6. Atlas Turner, Inc. denies the allegations in paragraph 6, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 6 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

7. Atlas Turner, Inc. denies the allegations in paragraph 7, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 7 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

8. Atlas Turner, Inc. denies the allegations in paragraph 8, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 8 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

9. Atlas Turner, Inc. denies the allegations in paragraph 9, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 9 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

10. Atlas Turner, Inc. denies the allegations in paragraph 10, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 10 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

11. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 11 and, therefore, denies the allegations.

12. Atlas Turner, Inc. denies the allegations in paragraph 12, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 12 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

13. Atlas Turner, Inc. denies the allegations in paragraph 13, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 13 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

14. Atlas Turner, Inc. denies the allegations in paragraph 14, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 14 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

15. Atlas Turner, Inc. denies the allegations in paragraph 15, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 15 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

16. Atlas Turner, Inc. denies the allegations in paragraph 16, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 16 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

17. Atlas Turner, Inc. denies the allegations in paragraph 17, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 17 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

18. Atlas Turner, Inc. denies the allegations in paragraph 18, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 18 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

19. Paragraph 19 affirmatively disclaims any cause of action related to (a) any United States armed forces service, (b) any federal enclave, (c) the United States Constitution or any federal law or regulations, and (d) federal admiralty or maritime law. To the extent that Plaintiffs' allegations of exposure to asbestos against Atlas Turner, Inc. derive from service in the United States armed forces or at any federal enclave, or to the extent that Plaintiff attempts to assert a claim against Atlas Turner, Inc. that arises under federal law or regulation or under federal admiralty or maritime law, those allegations are now expressly waived and the Complaint must be dismissed as to Atlas Turner, Inc. Atlas Turner, Inc. denies any remaining allegations in paragraph 19.

RESPONSE TO THE PARTIES

20. Atlas Turner, Inc. denies the allegations in paragraph 20, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 20 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

21. The allegations in paragraph 21 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

22. The allegations in paragraph 22 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

23. Defendant Atlas Asbestos Co. was a Canadian Company, and it changed its name to Atlas Turner, Inc.; the proper name of the company is Atlas Turner, Inc. The remaining allegations contained in paragraph 23 of the Complaint are denied. Defendant specifically denies that the Court has jurisdiction over it in this case.

24. Defendant Atlas Turner, Inc. admits that it is a corporation organized and existing under the laws of Canada, that its principal place of business was in Quebec, and that it is headquartered in the Province of Quebec. Atlas Turner, Inc. denies the remaining allegations contained in paragraph 24 of the Complaint. Defendant specifically denies that this court has jurisdiction over it in this case.

25. The allegations in paragraph 25 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

26. The allegations in paragraph 26 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

27. The allegations in paragraph 27 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

28. The allegations in paragraph 28 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

29. The allegations in paragraph 29 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

30. The allegations in paragraph 30 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

31. The allegations in paragraph 31 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

32. The allegations in paragraph 32 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

33. The allegations in paragraph 33 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

34. The allegations in paragraph 34 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

35. The allegations in paragraph 35 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

36. The allegations in paragraph 36 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

37. The allegations in paragraph 37 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

38. The allegations in paragraph 38 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

39. The allegations in paragraph 39 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

40. The allegations in paragraph 40 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

41. The allegations in paragraph 41 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

42. The allegations in paragraph 42 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

43. The allegations in paragraph 43 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

44. The allegations in paragraph 44 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

45. The allegations in paragraph 45 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

46. The allegations in paragraph 46 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

47. The allegations in paragraph 47 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

48. The allegations in paragraph 48 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

49. The allegations in paragraph 49 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

50. The allegations in paragraph 50 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

51. The allegations in paragraph 51 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

52. The allegations in paragraph 52 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO BACKGROUND FACTS

53. Atlas Turner, Inc. denies the allegations in paragraph 53, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 53 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

54. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 54 and, therefore, denies the allegations.

55. Atlas Turner, Inc. denies the allegations in paragraph 55, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 55 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

56. Atlas Turner, Inc. denies the allegations in paragraph 56, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 56 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 56 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

57. Atlas Turner, Inc. denies the allegations in paragraph 57, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 57 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 57 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

58. Atlas Turner, Inc. denies the allegations in paragraph 58, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 58 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 58 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

59. Atlas Turner, Inc. denies the allegations in paragraph 59, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 59 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 59 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

60. Atlas Turner, Inc. denies the allegations in paragraph 60, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 60 that contain

allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 60 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

61. Atlas Turner, Inc. denies the allegations in paragraph 61, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 61 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 61 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

62. Atlas Turner, Inc. denies the allegations in paragraph 62, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 62 that contain allegations about Plaintiff Melvin G. Welch's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 62 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

63. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 63 and, therefore, denies the allegations.

64. Atlas Turner, Inc. denies the allegations in paragraph 64, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 64 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

65. Atlas Turner, Inc. denies the allegations in paragraph 65, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 65 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 65 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

66. Atlas Turner, Inc. denies the allegations in paragraph 66, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 66 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it therefore denies the allegations. Any remaining allegations in paragraph 66 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

67. Atlas Turner, Inc. denies the allegations in paragraph 67, insofar as the allegations pertain to Atlas Turner, Inc. As to those allegations contained in paragraph 67 that contain allegations about Plaintiff Melvin G. Welch's father's work history, Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations, and it

therefore denies the allegations. Any remaining allegations in paragraph 67 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

68. Atlas Turner, Inc. denies the allegations in paragraph 68, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 68 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations. Defendant specifically denies that this Court has jurisdiction over it in this case.

69. Atlas Turner, Inc. denies the allegations in paragraph 69, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 69 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

70. Atlas Turner, Inc. denies the allegations in paragraph 70, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 70 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

71. Atlas Turner, Inc. denies the allegations in paragraph 71, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 71 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

72. Atlas Turner, Inc. denies the allegations in paragraph 72, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 72 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

73. Atlas Turner, Inc. denies the allegations in paragraph 73, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 73 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FIRST CAUSE OF ACTION
(Product Liability: Negligence)

74. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

75. Atlas Turner, Inc. denies the allegations in paragraph 75, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 75 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

76. Atlas Turner, Inc. denies the allegations in paragraph 76, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 76 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

77. Atlas Turner, Inc. denies the allegations in paragraph 77, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 77 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

78. Atlas Turner, Inc. denies the allegations in paragraph 78, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 78 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

79. Atlas Turner, Inc. denies the allegations in paragraph 79, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 79 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

80. Atlas Turner, Inc. denies the allegations in paragraph 80, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 80 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

81. Atlas Turner, Inc. denies the allegations in paragraph 81, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 81 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

82. Atlas Turner, Inc. denies the allegations in paragraph 82, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 82 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

83. Atlas Turner, Inc. denies the allegations in paragraph 83, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 83 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

84. Atlas Turner, Inc. denies the allegations in paragraph 84, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 84 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

85. Atlas Turner, Inc. denies the allegations in paragraph 85, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 85 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

86. Atlas Turner, Inc. denies the allegations in paragraph 86, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 86 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

87. Atlas Turner, Inc. denies the allegations in paragraph 87, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 87 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

88. Atlas Turner, Inc. denies the allegations in paragraph 88, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 88 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

89. Atlas Turner, Inc. denies the allegations in paragraph 89, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 89 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

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

90. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

91. Atlas Turner, Inc. denies the allegations in paragraph 91, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 91 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

92. Atlas Turner, Inc. denies the allegations in paragraph 92, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 92 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

93. Atlas Turner, Inc. denies the allegations in paragraph 93, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 93 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

94. Atlas Turner, Inc. denies the allegations in paragraph 94, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 94 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

95. Atlas Turner, Inc. denies the allegations in paragraph 95, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 95 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

96. Atlas Turner, Inc. denies the allegations in paragraph 96, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 96 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

97. Atlas Turner, Inc. denies the allegations in paragraph 97, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 97 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

98. Atlas Turner, Inc. denies the allegations in paragraph 98, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 98 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

99. Atlas Turner, Inc. denies the allegations in paragraph 99, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 99 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

100. Atlas Turner, Inc. denies the allegations in paragraph 100, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 100 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

101. Atlas Turner, Inc. denies the allegations in paragraph 101, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 101 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

102. Atlas Turner, Inc. denies the allegations in paragraph 102, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 102 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

103. Atlas Turner, Inc. denies the allegations in paragraph 103, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 103 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

104. Atlas Turner, Inc. denies the allegations in paragraph 104, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 104 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

105. Atlas Turner, Inc. denies the allegations in paragraph 105, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 105 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

106. Atlas Turner, Inc. denies the allegations in paragraph 106, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 106 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO THIRD CAUSE OF ACTION
(Vicarious Liability of Defendants Based upon Respondent Superior)

107. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

108. Atlas Turner, Inc. denies the allegations in paragraph 108, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 108 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

109. Atlas Turner, Inc. denies the allegations in paragraph 109, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 109 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

110. Atlas Turner, Inc. denies the allegations in paragraph 110, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 110 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

111. Atlas Turner, Inc. denies the allegations in paragraph 111, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 111 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

112. Atlas Turner, Inc. denies the allegations in paragraph 112, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 112 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

113. Atlas Turner, Inc. denies the allegations in paragraph 113, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 113 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

114. Atlas Turner, Inc. denies the allegations in paragraph 114, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 114 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

115. Atlas Turner, Inc. denies the allegations in paragraph 115, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 115 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

116. Atlas Turner, Inc. denies the allegations in paragraph 116, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 116 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

117. Atlas Turner, Inc. denies the allegations in paragraph 117, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 117 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

118. Atlas Turner, Inc. denies the allegations in paragraph 118, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 118 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

119. Atlas Turner, Inc. denies the allegations in paragraph 119, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 119 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

120. Atlas Turner, Inc. denies the allegations in paragraph 120, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 120 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

121. Atlas Turner, Inc. denies the allegations in paragraph 121, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 121 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

122. Atlas Turner, Inc. denies the allegations in paragraph 122, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 122 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

123. Atlas Turner, Inc. denies the allegations in paragraph 123, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 123 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FOURTH CAUSE OF ACTION
(Negligence Per Se)

124. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

125. Atlas Turner, Inc. denies the allegations in paragraph 125, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 125 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

126. Atlas Turner, Inc. denies the allegations in paragraph 126, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 126 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

127. Atlas Turner, Inc. denies the allegations in paragraph 127, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 127 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO FIFTH CAUSE OF ACTION
(Negligence as to Design Defendants)

128. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

129. The allegations in paragraph 129, including all subparts, are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

130. The allegations in paragraph 130 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO SIXTH CAUSE OF ACTION
(Negligent Design Services Against Design Defendants)

131. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

132. The allegations in paragraph 132 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

133. The allegations in paragraph 133, including all subparts, are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

134. The allegations in paragraph 134 are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO SEVENTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. § 36-2-314)

135. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

136. Atlas Turner, Inc. denies the allegations in paragraph 136, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 136 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

137. Atlas Turner, Inc. denies the allegations in paragraph 137, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 137 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

138. Atlas Turner, Inc. denies the allegations in paragraph 138, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 138 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO EIGHTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

139. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

140. Atlas Turner, Inc. denies the allegations in paragraph 140, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 140 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

141. Atlas Turner, Inc. denies the allegations in paragraph 141, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 141 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

142. Atlas Turner, Inc. denies the allegations in paragraph 142, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 142 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO NINTH CAUSE OF ACTION
(Loss of Consortium)

143. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

144. Atlas Turner, Inc. is without sufficient information or knowledge to form a belief as to the truth of the allegations in paragraph 144 and, therefore, denies the allegations.

145. Atlas Turner, Inc. denies the allegations in paragraph 145, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 145 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

146. Atlas Turner, Inc. denies the allegations in paragraph 146, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 146 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO TENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

147. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

148. Atlas Turner, Inc. denies the allegations in paragraph 148, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 148 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

149. Atlas Turner, Inc. denies the allegations in paragraph 149, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 149 state legal conclusions or

are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO ELEVENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-5-90)

150. Atlas Turner, Inc. incorporates by reference, as if fully set forth herein, its responses to the preceding allegations of the Complaint.

151. Atlas Turner, Inc. denies the allegations in paragraph 151, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 151 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

152. Atlas Turner, Inc. denies the allegations in paragraph 152, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 152 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

153. Atlas Turner, Inc. denies the allegations in paragraph 153, insofar as the allegations pertain to Atlas Turner, Inc. Any remaining allegations in paragraph 153 state legal conclusions or are not directed at Atlas Turner, Inc., and therefore no response is required. To the extent a response is required, Atlas Turner, Inc. denies the allegations.

RESPONSE TO PRAYER FOR RELIEF

154. Atlas Turner, Inc. denies the allegations contained in the paragraph beginning with “Wherefore” and following underneath the “PRAYER FOR RELIEF” immediately following paragraph 153 of the Complaint, as well as those ten (10) subparagraphs following that “Wherefore” paragraph of the Complaint, insofar as the allegations therein are directed against it.

a. As to the remainder of the allegations, they do not apply to this Defendant, and therefore, this Defendant does not respond to same. To the extent that these paragraphs of the Complaint state legal conclusions, no response is required to those legal conclusions, but to the extent that one is required at this time, this Defendant denies the same.

FOR A FIRST DEFENSE

154. This Court lacks both general and specific personal jurisdiction over Atlas Turner, Inc. Plaintiffs cannot meet the requirements of the South Carolina Long Arm Statute or the traditional due process requirements to assert personal jurisdiction over Atlas Turner, Inc. in South Carolina.

FOR A SECOND DEFENSE

155. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action against Atlas Turner, Inc. and therefore must be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

156. Plaintiffs' claims, in whole or in part, are barred by any applicable statutes of limitations and/or repose.

FOR A FOURTH DEFENSE

157. Plaintiffs' fraudulent misrepresentation claim must be dismissed because they failed to plead circumstances allegedly constituting fraud or mistake with particularity, as required by Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A FIFTH DEFENSE

158. Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches, and unclean hands.

FOR A SIXTH DEFENSE

159. Plaintiffs voluntarily and knowingly assumed the risk of incurring any of the injuries or damages alleged and, therefore, are not entitled to recover from Atlas Turner, Inc.

FOR A SEVENTH DEFENSE

160. Plaintiffs' claims are barred, in whole or in part, by the comparative negligence of the Plaintiffs or Plaintiff Melvin G. Welch's father; in the alternative, any award to Plaintiffs should be reduced by the percentage that the Plaintiffs' or Plaintiff Melvin G. Welch's father's conduct caused Plaintiffs' damages.

FOR AN EIGHTH DEFENSE

161. Any injury or damage suffered by Plaintiffs was due to or caused by unforeseen intervening or superseding events for which Atlas Turner, Inc. is not responsible and, therefore, Plaintiffs' claims should be barred or reduced accordingly.

FOR A NINTH DEFENSE

162. Any damages suffered by Plaintiffs were caused by the acts or omissions of third parties and are not attributable to Atlas Turner, Inc.

FOR A TENTH DEFENSE

163. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate their damages.

FOR AN ELEVENTH DEFENSE

164. Atlas Turner, Inc. did not owe any recognized legal duties to the Plaintiffs or Plaintiff Melvin G. Welch's father, and Plaintiffs' claims fail to state facts sufficient to make a legally cognizable cause of action against it. Therefore, Plaintiffs cannot recover against Atlas Turner, Inc.

FOR A TWELFTH DEFENSE

165. Atlas Turner, Inc.'s actions were at all times reasonable, appropriate, and in conformance with reasonable, ordinary, and due care.

FOR A THIRTEENTH DEFENSE

166. Should the jury find that Atlas Turner, Inc. was in any way a contributing proximate cause to the accident in question, which is denied, then Atlas Turner, Inc.'s liability was less than fifty percent of the total fault and it should be liable only for that percentage of the indivisible damages determined by the jury or trier of fact pursuant to S.C. Code Ann. § 15-38-15.

FOR A FOURTEENTH DEFENSE

167. Atlas Turner, Inc. is entitled to have the jury apportion fault to all potential tortfeasors, regardless of whether the other potential tortfeasors were named as defendants or are parties to the case. Denial of a full and fair apportionment of fault would deprive Atlas Turner, Inc. of its constitutional rights to due process, equal protection, and a jury trial.

FOR A FIFTEENTH DEFENSE

168. Plaintiffs or Plaintiff Melvin G. Welch's father were not exposed to any asbestos materials through any act or omission of Atlas Turner, Inc. or, if any exposure occurred, which is denied, the exposure was of such insufficient quantities, at such infrequent intervals, for such short periods of time, or under such conditions as to amount to no proximate cause of Plaintiffs' damages, if any, as a matter of law. Therefore, Atlas Turner, Inc. denies that any of its products or any alleged action or inaction on its part damaged or injured Plaintiffs or Plaintiff Melvin G. Welch's father in any manner or at any time.

FOR A SIXTEENTH DEFENSE

169. Plaintiffs and others misused or improperly used the products allegedly manufactured and/or sold by Atlas Turner, Inc., if any exist, and such misuse or improper use proximately caused or contributed to, in whole or in part, the alleged conditions described in the Complaint and the alleged damages Plaintiffs claim were sustained, and, therefore, Atlas Turner, Inc. is not liable for any injuries or damages claimed by Plaintiffs.

FOR A SEVENTEENTH DEFENSE

170. Atlas Turner, Inc. is not liable to Plaintiffs with respect to the injuries alleged in the Complaint because such injuries, if any, were caused by pure accident in terms of law.

FOR AN EIGHTEENTH DEFENSE

171. There is a lack of joinder of one or more parties who should or must be joined and, without the joinder of these proper parties, complete relief cannot be accorded among those already attempted to be made parties to this civil action.

FOR A NINETEENTH DEFENSE

172. To the extent that Plaintiffs have received payment from any alleged joint tortfeasor in full satisfaction of any of the alleged injuries and/or claims against Atlas Turner, Inc. and/or other alleged joint tortfeasors, Plaintiffs' claims are barred by the defenses of payment and accord and satisfaction.

FOR A TWENTIETH DEFENSE

173. Should Plaintiffs recover, Atlas Turner, Inc. is entitled to and hereby requests an offset in any amounts Plaintiffs have obtained through settlements with others.

FOR A TWENTY-FIRST DEFENSE

174. Plaintiffs' Complaint fails to set forth a claim for punitive damages upon which relief may be granted.

FOR A TWENTY-SECOND DEFENSE

175. Pursuant to S.C. Code Ann. § 15-32-520, Atlas Turner, Inc. hereby requests trial bifurcation on the issues of actual damages and punitive damages. To the extent the Court submits the question of punitive damages to the jury, the award of punitive damages, if any, is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Atlas Turner, Inc. pleads and incorporates all defenses, limitations on damages, and other privileges contained in S.C. Code Ann. §§ 15-32-520 and 15-32-530 as if fully stated herein verbatim.

FOR A TWENTY-THIRD DEFENSE

176. To the extent Plaintiffs' Complaint asserts a demand for punitive damages, Atlas Turner, Inc. specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A TWENTY-FOURTH DEFENSE

177. Plaintiffs are not entitled to an award of punitive damages because, among other reasons, such damages violate the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that:

- (a) The South Carolina judiciary's ability to correct a punitive damages award at the appellate level is inconsistent with due process guarantees;
- (b) Any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;

- (c) To the extent an award of punitive damages is excessive, such award violates due process guarantees;
- (d) The jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantee;
- (e) Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard is void for vagueness; and
- (f) The claim for punitive damages violates the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth and status of Atlas Turner, Inc.

FOR A TWENTY-FIFTH DEFENSE

178. Atlas Turner, Inc. at all times used reasonable care, skill, and diligence and complied with generally established and accepted standards in the industry.

FOR A TWENTY-SIXTH DEFENSE

179. Atlas Turner, Inc. had no duty to warn Plaintiffs or Plaintiff Melvin G. Welch's father of the risks and dangers, if any, associated with asbestos or asbestos-related products. Atlas Turner, Inc. further had no post-sale duty to warn under South Carolina law.

FOR A TWENTY-SEVENTH DEFENSE

180. There has been no concert of action between Atlas Turner, Inc. and any of the other named defendants. The defendants are not joint tortfeasors and, therefore, Atlas Turner, Inc. may not be held jointly and severally liable with the other named defendants.

FOR A TWENTY-EIGHTH DEFENSE

181. If Plaintiffs sustained the injuries and/or damages alleged, which is denied, then such injuries and/or damages were proximately caused by the acts and/or omissions of Plaintiffs' employers with respect to the maintenance of a healthy and safe work site and environment, which were under the employers' exclusive control and possession.

FOR A TWENTY-NINTH DEFENSE

182. Venue is improper in this action. Atlas Turner, Inc. reserves its rights to move for dismissal and/or transfer of the action based on improper and/or inconvenient venue and further reserves its rights to seek application of the law of the appropriate venue on all issues, including but not limited to statute of limitations, statute of repose, and punitive damages.

FOR A THIRTIETH DEFENSE

183. Plaintiffs' Complaint should be dismissed for its failure to comply with the requirements of section 44-135-10 et seq. of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006," because Plaintiffs have failed to make the prima facie showing required by the Act. In the alternative, the case should not be placed on any active trial docket and should not be the subject of any discovery until Plaintiffs comply with the provisions of the Act.

FOR A THIRTY-FIRST DEFENSE

184. Atlas Turner, Inc. is not liable to Plaintiffs because Plaintiffs' injuries were not caused by any products manufactured, sold, or otherwise placed into the stream of commerce by Atlas Turner, Inc.

FOR A THIRTY-SECOND DEFENSE

185. To the extent that any of the foregoing affirmative defenses would preclude recovery on the claims asserted on behalf of Plaintiff Melvin G. Welch, Plaintiff Donna B. Welch's loss of consortium claims also fail because they are solely derivative of the claims asserted on behalf of Plaintiff Melvin G. Welch.

FOR A THIRTY-THIRD DEFENSE

186. Plaintiffs cannot satisfy the frequency, regularity, and proximity test as to Atlas Turner, Inc. under *Henderson v. Allied-Signal, Inc.*, 373 S.C. 179, 644 S.E.2d 724 (2007).

FOR A THIRTY-FOURTH DEFENSE

187. Atlas Turner, Inc. is not liable to Plaintiffs because Plaintiffs' or Plaintiff Melvin G. Welch's father's employer(s), union, or entities other than Atlas Turner, Inc. were learned intermediaries and/or sophisticated users of the products in question who were warned of, were otherwise aware of, or should have been aware of the alleged potential risks and dangers inherent in the product(s), were in a position to understand and inform Plaintiffs or Plaintiff Melvin G. Welch's father of the alleged risks, and had an independent duty to protect Plaintiffs or Plaintiff Melvin G. Welch's father from, and/or warn Plaintiffs or Plaintiff Melvin G. Welch's father of, any alleged potential risks or dangers, thereby relieving Atlas Turner, Inc. of any alleged duty.

FOR A THIRTY-FIFTH DEFENSE

188. To the extent the injury complained of occurred outside South Carolina, under the doctrine of *lex loci delicti* or its analogues, the law of the state or non-state jurisdiction in which the injury occurred applies.

FOR A THIRTY-SIXTH DEFENSE

189. Plaintiffs' claims are barred by the applicable statutory or special employee/employer and/or workers' compensation laws.

FOR A THIRTY-SEVENTH DEFENSE

190. Atlas Turner, Inc. had no duty to warn Plaintiffs or Plaintiff Melvin G. Welch's father because the hazards of asbestos were open and obvious and Plaintiffs and Plaintiff Melvin G. Welch's father and/or their employers knew or should have known of the hazard.

FOR A THIRTY-EIGHTH DEFENSE

191. Atlas Turner, Inc.'s alleged premises, if any are at issue, were or may have been under contract with or controlled by the United States Government or its agencies pursuant to

contract. The knowledge of the United States Government or its agencies pertaining to the possible hazards to Plaintiffs was equal to or superior to that of Atlas Turner, Inc. and, by reason thereof, Atlas Turner, Inc. is not liable to Plaintiffs under any theory of law asserted in this civil action.

FOR A THIRTY-NINTH DEFENSE

192. If any alleged asbestos-containing products manufactured or supplied by Atlas Turner, Inc. or used on premises owned or operated by Atlas Turner, Inc. were involved or in any manner alleged in any of Plaintiffs' claims, Atlas Turner, Inc. asserts that the products were abused, misused, or otherwise substantially altered or changed in their condition by others. Atlas Turner, Inc. cannot be held liable for any injury or disease caused by any such abuse, misuse, or alteration.

FOR A FORTIETH DEFENSE

193. The allegations against Atlas Turner, Inc., regarding asbestos products allegedly having a legal connection with it, must be evaluated according to the state of the medical and industrial art and the state of the law existing at the pertinent time. Atlas Turner, Inc. invokes all state-of-the-art defenses applicable to Plaintiffs' claims. Further, the state of the art, *i.e.*, the science of medicine, industrial hygiene and industrial application of asbestos-containing products, was at all material times such that Atlas Turner, Inc. neither breached any duty allegedly owed to Plaintiffs or Plaintiff Melvin G. Welch's father, nor did Atlas Turner, Inc. know, nor could it have known, that the use of any asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products presented a foreseeable risk of harm to Plaintiffs or others.

FOR A FORTY-FIRST DEFENSE

194. Plaintiffs cannot recover against Atlas Turner, Inc. under any failure to warn or inadequacy of warnings theory because, at all times pertinent to Plaintiffs' claims, Plaintiff or Plaintiff Melvin G. Welch's father possessed or should have possessed sufficient knowledge which

negated any need for any warning and/or were required to follow specific written safety procedures as established by the employer which negated the need or requirement for any such warning.

FOR A FORTY-SECOND DEFENSE

195. Atlas Turner, Inc. pleads that punitive damages may not be awarded against it because to do that would violate the complicity rule which bars the imposition of vicarious liability for punitive damages with the exception of certain circumstances not applicable here. See Restatement (Second) of Torts § 909. Any acts, statements, representations or omissions by persons or entities other than Atlas Turner, Inc. that caused damage to Plaintiffs, which Atlas Turner, Inc. does not concede, were not authorized by Atlas Turner, Inc. and were not performed or given with actual, implied, or apparent authority of Atlas Turner, Inc.

FOR A FORTY-THIRD DEFENSE

196. All of Plaintiffs' claims and issues contained therein are barred by the doctrines of collateral estoppel and *res judicata*.

FOR A FORTY-FOURTH DEFENSE

197. At all pertinent times, any asbestos-containing products supplied or used by Atlas Turner, Inc. complied with all industry standards and all reasonable standards, as well as federal and state standards and regulations governing any asbestos-containing products, and as such the products were not unsafe, unfit, or unreasonably dangerous for normal use or operation.

FOR A FORTY-FIFTH DEFENSE

198. Atlas Turner, Inc. is not liable for the acts or omissions of independent contractors.

FOR A FORTY-SIXTH DEFENSE

199. Plaintiffs' design defect claims are barred because no reasonable alternative design existed at the time Plaintiffs or Plaintiff Melvin G. Welch's father allegedly encountered any product for which Atlas Turner, Inc. may be responsible.

FOR A FORTY-SEVENTH DEFENSE

200. Atlas Turner, Inc. is not legally responsible for products that it did not manufacture, sell, supply, or otherwise place in the stream of commerce; and Atlas Turner, Inc. is not legally responsible for products manufactured, sold, or supplied by third parties, such as replacement parts or "after affixed" parts.

FOR A FORTY-EIGHTH DEFENSE

201. Plaintiffs lack capacity to sue Atlas Turner, Inc. in South Carolina under the door closing statute, S.C. Code Ann. § 15-5-150.

FOR A FORTY-NINTH DEFENSE

202. Plaintiffs' strict liability claims are barred because any products at issue were placed into the stream of commerce prior to the enactment of S.C. Code Ann. § 15-73-10, which does not apply retroactively.

FOR A FIFTIETH DEFENSE

203. If Plaintiffs were injured by any products supplied or manufactured by Atlas Turner, Inc. or any of its predecessors, or any products located on the alleged premises of Atlas Turner, Inc. or any of its predecessors, which is denied, Plaintiffs or Plaintiff Melvin G. Welch's father discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by S.C. Code Ann. § 15-73-20.

FOR A FIFTY-FIRST DEFENSE

204. Plaintiffs cannot satisfy their burden to prove Plaintiff Melvin G. Welch was exposed to asbestos from products attributable to Atlas Turner, Inc. and cannot prove any such products contained asbestos.

FOR A FIFTY-SECOND DEFENSE

205. To the extent Plaintiffs prove that any products Atlas Turner, Inc. sold or installed contained asbestos, which is denied, Plaintiffs cannot prove that the asbestos therein was in a friable form or otherwise inhalable by Plaintiff Melvin G. Welch.

FOR A FIFTY-THIRD DEFENSE

206. Atlas Turner, Inc. adopts and asserts any and all applicable defenses asserted by any other defendant in this action.

JURY TRIAL DEMAND

This Defendant requests trial by jury by all issues so triable.

WHEREFORE, having fully responded to the allegations of Plaintiffs' Complaint and having asserted the above-noted other defenses, Defendant Atlas Turner, Inc. requests of the Court as follows:

1. That Plaintiffs have and recover nothing from Atlas Turner, Inc. by means of this action;
2. That Atlas Turner, Inc. recover its costs for this action, including attorneys' fees and expenses; and
3. For such other and further relief as the Court may deem just and proper.

[signature on next page]

[signature page for Answer and Defenses of Defendant Atlas Turner, Inc., on behalf of itself and Defendant Atlas Asbestos Co. to Plaintiffs' Fourth Amended Complaint 2022-CP-40-03834]

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